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THOMAS BEAR, Esq., Chalkwell Hall, Southend-on-Sea, Essex.

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VOL. XXXVI., No. 2.

## The Solicitors' Journal and Reporter.

LONDON, APRIL 16, 1892.

### CURRENT TOPICS.

WE GIVE elsewhere an account of the provisions of the new rules under the Companies (Winding-up) Act, 1890, as finally settled; but as the rules were, until a very recent date, still under revision, we are unable to print them this week.

THE HILARY SITTINGS, which came to an end on Wednesday last, have occupied eighty-one working days, during which the two divisions of the Court of Appeal have disposed of a large number of cases. Of the 258 appeals on the list of Court No. 1, including those set down during the sittings, 174 were decided and 13 were withdrawn, leaving 71 remanets. Of the 174 appeals decided, 50 were decided by Court No. 2, which also disposed of 78 cases in the list of that court, leaving 30 remanets.

DURING THE sittings just ended, the witness actions in the Chancery Division lists have not been greatly reduced in number. Of the 430 witness actions to be found in the printed lists at the commencement of the sittings, only 107 were heard and disposed of, and several were withdrawn or settled. At least 300, therefore, of these 430 actions are still waiting to be heard, and to these must be added a very large number set down during the thirteen weeks of these protracted sittings.

THE APPOINTMENT of an additional bankruptcy registrar for the business under the Companies (Winding-up) Act, 1890, to which we referred last week as having then been practically made, was speedily announced. Mr. ALFRED EMDEN, the new registrar, cannot be accused of want of acquaintance with his work, for not only is he the author of a well-known book on winding up, but he has had considerable practice in company cases. We believe that the same merit of much practical experience cannot be claimed for the new county court judge, Mr. ARTHUR BRODER ELICOTT, who has been appointed to Circuit No. 53. If we are correctly informed, the extent of the new judge's practice has not been such as, even in these days, to justify his appointment to the bench.

THE AUTHORITIES as to the limits of "judicial privilege"—a subject to which the attention of the legal profession is at present directed—are both numerous and unsatisfactory. Of course it is possible to extract from them the general proposition, "that no action will lie against a judge for any acts done or words spoken in his judicial capacity in a court of justice" (*Scott v. Stansfield*, 1868, L. R. 3 Ex., per KELLY, C.B., at p. 223). But the correct application of this high-sounding formula is by no means easy, and the following attempt to state the law is made with great diffidence: (1) The "judicial privilege"—whatever it is—extends certainly to every court of record, and probably to every court of justice where a judicial proceeding is taking place (*Lewis v. Levy*, 1858, E. B. E., per Lord CAMPBELL, C.J., at p. 554); (2) The judicial privilege arises where a judicial officer, sitting as a judge, says or does anything with regard to a matter which either is in issue before him, or is reasonably brought under his judicial notice on the trial of such an issue (*Jekyll v. Sir John Moore*, 1806, 2 B. & P. N. R. 341); (3) An allegation of "want of reasonable or probable cause" is only material in so far as it goes to prove that the matter not only was not, but must have been known by the judicial officer not to be, within his jurisdiction or "before him" in the sense already explained (*Fray v. Blackburn*, 1863, 3 B. & S. 576; *Thomas v. Churton*, 1862, 2 B. & S. 475).

THE BETTING and Loans (Infants) Act, 1892 (52 Vict. c. 4), "to render penal the inciting infants to betting or wagering or to borrowing money," which Lord HERSHELL carried easily

through the House of Lords, and the Government as easily through the House of Commons, is the first statute of its class in English law. Hitherto we have contented ourselves with declaring contracts void or illegal which militated (or were supposed to militate) against the public good; but in this statute the Legislature has made it a positive crime to attempt to induce another person to enter into a void contract. The 1st section makes it a misdemeanour for anyone, for the purpose of earning profit, to send to a person whom *he knows* to be an infant any circular, &c., which invites the person receiving it either to bet or to apply to any person "with a view to obtaining information or advice for the purpose of any bet, or for information as to any race, fight, game, sport, or other contingency upon which betting is generally carried on." The punishment on conviction (which may be either on indictment or summary) is either fine or imprisonment, or both. If the circular, &c., names any person as being ready to receive payment or give information in relation to betting, then such person is to be deemed to have sent it, "unless he proves that he had not consented to be so named, and that he was not in any way a party to, and was wholly ignorant of, the sending of the circular"—a proof which he will be able himself to offer, the 6th section of the Act providing, in accordance with the common form nowadays (this is the 17th enactment in which such a provision occurs), that "in any proceeding against any person for an offence under this Act, such person and his wife or husband, as the case may be, may, if such person thinks fit, be called, sworn, examined, and cross-examined as an ordinary witness in the case." The second section, in very similar terms to the first, creates and punishes the offence of sending a circular, &c., to a *known* infant inviting him to borrow, and adds that where any such circular, &c., issues from a loan office, *every person* who attends the office for the purpose of taking part in, or who takes part in or assists in, the carrying on of the business "this will include, we imagine, the humblest clerk" "shall be deemed to have sent, or caused to be sent," the circular, &c., "unless he proves that he was not in any way a party to, and was wholly ignorant of, the sending" of it. The next section brings us to the main difficulty of the Act. The offences already dealt with can only be committed if the infancy is known to the offender. The 3rd section provides that this knowledge is to be presumed in cases where the circular, &c., is sent "to any person at any university, college, school, or other place of education, and such person is an infant, unless the offender proves that he had reasonable grounds for believing such person to be of full age." In all other cases, therefore, the maxim *actus non facit reum, nisi mens sit rea* will apply, and strict proof, often difficult to obtain, will be required of a guilty knowledge of the infancy. The 4th section creates and punishes the offence of soliciting, "except under the authority of any court," an infant to make an affidavit or statutory declaration for the purpose of any loan, and the 5th avoids any contract for payment of any loan advanced to an infant during his infancy—an enactment which we fail to distinguish from the 2nd section of the Infants' Relief Act, 1874, by which "no action shall be brought whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy." The 6th section, as to evidence of offenders themselves and their wives or husbands, we have already mentioned; the two remaining sections are formal only. The Act shews very clearly the intention of the Legislature that no infant-soliciting-bookmaker should be able to drive a coach and six through it, and we think that, with the exception of the inevitable difficulty in proving knowledge of infancy where the infant is not at school, &c., it will be tolerably easy to obtain convictions of offenders against it.

THE JUDGMENT of the Court of Appeal in *Green v. Marsh* (which we report elsewhere) seems to have been somewhat too generally expressed. The attornment clause in a mortgage has, as is well known, a twofold operation. By creating the relation of landlord and tenant between the parties it confers upon the mortgagee a power of distress, and it also enables him to recover the mortgaged premises by virtue of his title as landlord. Such recovery consequently may take place under R. S. C., ord. 3, r. 6, and we do not understand the Court of Appeal to have

intended to interfere with the cases (*Daubuz v. Lavington*, 32 W. R. 772, 13 Q. B. D. 347; *Hall v. Comfort*, 35 W. R. 48, 18 Q. B. D. 11; *Mumford v. Collier*, 38 W. R. 716, 25 Q. B. D. 279) which have decided that to this extent the attornment clause is not liable to be rendered void by the Bills of Sale Acts. KAY, L.J., by whom the judgment was delivered, spoke, indeed, of the attornment clause as being void for want of registration, but this must be understood with reference to the above cases, and also to the express words of section 6 of the Act of 1878, under which the attornment clause is only to be deemed to be a bill of sale "of any personal chattels which may be seized or taken" under the power of distress conferred by it. As to the land, therefore, it is not to be deemed a bill of sale, and no rights or powers relating solely to the land are in any way affected by the Acts. It was unnecessary in the judgment to consider this distinction, as the case related to the seizure of a chattel under the power of distress, and was concerned mainly with the proviso that section 6 shall not extend to a demise by a mortgagee, "being in possession," to the mortgagor at a fair and reasonable rent. Upon the construction of this it seems to go somewhat further than *Re Willis, Ex parte Kennedy* (36 W. R. 793, 21 Q. B. D. 384). There it was held that, at the time of the execution of the mortgage deed, the mortgagee cannot be said to be in possession by virtue of an attornment clause contained in the deed so as to be able to make a good demise within the proviso. It is essential that he shall first take possession, and then, being in possession, shall demise to the mortgagor, and this is impossible where he obtains possession by virtue of the same instrument by which he demises. But in the present case, in addition to the attornment clause, which was contained in a mortgage deed executed in 1886, there was a letter written by the mortgagor in January, 1890, by which he undertook to pay the rent weekly instead of quarterly, and to give up possession at four weeks' notice. Relying upon this as a new demise, the mortgagee maintained that, at the time when it was made he was already in possession under the attornment clause in the deed of 1886, and therefore *Re Willis* was excluded. As the court held that the letter did not, in fact, constitute a new demise, but was simply a modification of the terms of the old one, it was not really necessary to decide the point, but a decision, nevertheless, was given, and that adversely to the mortgagee. There had been no such real taking of possession as to enable him to avoid the operation of section 6. In other words, possession by virtue of the attornment clause, even though accompanied by receipt of rent thereunder, is merely an incident of the security, and is not such an actual possession as is contemplated in the proviso.

IT WOULD APPEAR, therefore, that the decision constitutes no objection to inserting the attornment clause in a mortgage deed with a view to its use as a means of recovering possession of the land under ord. 3, r. 6, and order 14; and it shews, moreover, that it is possible to make the power of distress effective by registering the deed as a bill of sale. The deed cannot, of course, be drawn in the statutory form, but the Court of Appeal have discovered that this is not essential. They start from the position that section 6 of the Act of 1878 does not say that attornment clauses are bills of sale, but only that they shall be deemed to be such. This is a well-known device of modern legislation, but the effect given to it on the present occasion is, perhaps, a little beyond ordinary comprehension. Various sections of the Act of 1882 impose restrictions on bills of sale. Section 8 requires them to be registered. Section 9 requires them, when given by way of security, to be in the form in the schedule. Section 4 requires them to describe the chattels comprised in them in an inventory. But, although these seem to stand on just the same level, the Court of Appeal say that, while section 8 applies to documents which are merely deemed to be bills of sale, section 9, and we presume also section 4, applies only to the real article. This is perhaps one of the oddest of all the odd distinctions to which the Acts have given rise. There it is, however, and an attornment clause conferring a power of distress may, if the parties so desire, be made good by registration, although it cannot be in the statutory form, and although it has no inventory of the chattels to be affected



by it. It may be noticed that all this will be changed if the Bills of Sale Bill becomes law. By that measure a power to take possession of goods at a future date, which apparently includes a power of distress, is put upon the same footing as a present disposition of goods, and must be evidenced by a bill of sale complying with the requirements of the Bill. Since, therefore, the statutory form would have to be followed, and an inventory given, the attornment clause would be useless for the purpose of distress.

THE DECISION OF CHITTY, J., in *Re Richerson* (40 W. R. 233) follows the authorities upon conversion, though the exact point in question does not seem to have been brought into special prominence before. It is of course well settled that when a testator directs a conversion of his property, this only changes its character for the purposes of the will, and so much as is not required for those purposes results to the heir-at-law in the case of realty and to the next of kin in the case of personalty: *Ackroyd v. Smithson* (1 Bro. C. C. 503). But more difficulty arises when it becomes necessary to determine in what character it so results, whether as realty or personalty, and the test seems to be whether, in the events that have happened, the direction for conversion requires to be to any extent carried out. Confining our attention to land, if the trusts of the proceeds of sale wholly fail, there is an end of the matter. The conversion becomes entirely unnecessary, and the land results to the heir as real estate. But if the trusts only partially fail, so that a sale is required in order to carry out the remainder, then the direction for conversion takes effect, the real estate is changed into personalty, and it is immaterial whether in the result the whole is sold or not. So much as is not required for the purposes of the will results to the heir-at-law as personalty, and that whether in fact it exists in the form of land or of the proceeds of sale. In *Re Richerson* this was disputed, and it was contended that it resulted in its actual form, and, therefore, that land in fact unsold resulted as real estate. The contention is plausible, but if correct it would be in the power of the trustees to alter at their own will the rights of persons claiming under the heir. The rules are of course purely artificial, but the test stated above has the convenience of being certain in operation. If there is a conversion at all, there is a conversion of the whole property, and though part may go to the heir, yet he takes it in its converted state. This seems to have been recognized in *Jessop v. Watson* (1 M. & K. 665), and is in accordance with the exposition of the doctrine of conversion given in *Smith v. Claxton* (4 Madd. 484).

A DECISION of some importance was given by the Court of Appeal in *Greenwood v. Sutcliffe* (40 W. R. 214; 1892, 1 Ch. 1) as to the effect of a tender by a mortgagor made under protest. It was settled in *Harmer v. Priestley* (16 Beav. 569) that where a mortgagor makes an unconditional tender, and the mortgagee refuses to accept it, he does so at his own peril; and if the amount tendered is all that is due, the mortgagee must bear the costs of a subsequent suit for redemption. A mortgagee, observed ROMILLY, M.R., is no doubt favourably looked on by the court; but he will not be allowed, by disputing the account, to throw the expenses of an unnecessary litigation upon the mortgagor. In the first instance, therefore, it may be for the interest of the mortgagor to offer more than he admits to be due in order to insure to himself the benefit of this rule, and the question arises whether the fact that he reserves the right of subsequently reviewing the accounts makes the tender conditional. The matter was considered in *Scott v. Uxbridge and Rickmansworth Railway Co.* (14 W. R. 393, L. R. 1 C. P. 596) with reference to the costs of proceedings for a *scire facias* against a shareholder of a railway company, and it was held that a tender under protest had no such effect. "The question," said WILLES, J., "is one of general importance, whether a debtor tendering an amount which he is satisfied to pay rather than be sued for it, may guard himself against an admission that the claim is a just one, so as to put himself in a position to take further proceedings to test the justice of the claim, by adding the words 'under protest' to his tender, and tendering under protest. It is quite obvious that he may. I

think that the protest imposes no conditions on the tender." A tender by a mortgagor seems to stand upon the same footing; and so the Court of Appeal, reversing the decision of STIRLING, J., have decided. The object of the tender is not necessarily to put a stop to all contest between the parties, but to throw upon the party to whom it is made the risk of any further controversy. Thus the protest does not make the tender conditional, and it is at his own risk that the mortgagee refuses to accept it. If it was in fact sufficient, and if he had no other ground for refusal, he will not be allowed the costs of proceedings for redemption.

IN THE CASE of *Re Greenlees' Trade-Marks* (1892, 9 P. O. R. 93) Mr. Justice STIRLING decided a point of trade-mark practice that has given rise to a good deal of difficulty and discussion. Stated shortly, the facts were as follows:—J. G., a partner in the firm of G. Brothers, erroneously applied for the registration in his own name of three marks belonging to the firm; and the marks were so registered. The question was, How was the mistake to be remedied? According to *Re Rust & Co.* (1880, 29 W. R. 393), it seemed as if rectification could be ordered. According to *Re Farina* (1881, 29 W. R. 391), an assignment by the registered proprietor to the firm appeared to be necessary. Mr. Justice STIRLING, following the late Master of the Rolls in *Re Farina*, distinguished *Re Rust & Co.*; and it is thought that the practice may now be stated thus: The term "rectification" is only applicable to cases in which there has been some mistake or error in the registration; and any alteration which is desired by reason of a devolution of interest must be effected according to the rules laid down for cases of assignment or transmission (*Re Ward, Sturt, & Sharp's Trade-Mark*, 1881, 44 L. T. N. S. 97). Where a trade-mark which is the property of a firm is by mistake registered as the property of one of the partners of the firm trading under the firm name, the court may order rectification of the register by cancelling the name of the registered proprietor, and substituting therefor that of the firm (*Re Rust & Co.*, *ubi sup.*, and *cf. Ex parte Lawrence Brothers*, 1878, 44 L. T. N. S. 98). But if in such a case as that last mentioned the registered proprietor has applied in his own name, and not in that of the firm, the proper course is for the firm to take an assignment of the trade-mark from the registered proprietor, and for this assignment to be registered by the Comptroller-General (*Re Farina* and *Re Greenlees*, *ubi sup.*).

#### THE NEW WINDING-UP RULES.

THESE rules, which come into force on the 6th of May next, have been made pursuant to section 26 of the Companies (Winding-up) Act, 1890, and in so far as they relate to matters which may be outside the powers conferred by that enactment upon the Lord Chancellor with the concurrence of the President of the Board of Trade, by the Rule Committee of the judges. Section 26 of the Companies (Winding-up) Act provides that all rules made under the provisions of that section are to be laid before Parliament within three weeks after they are made, if Parliament is then sitting, and, if Parliament is not then sitting, within three weeks after the beginning of the next session, and that rules made under that section shall not come into operation until the expiration of one month after they have been made and issued. Rules made by the Rule Committee must be laid before Parliament within a period of forty days after they are made, and they may be annulled by Order in Council on presentation of an address to her Majesty by either House of Parliament. In the new Winding-up Rules, as issued, no distinction is drawn between the rules made under the Companies Acts and those made under the Judicature Acts, and, as an academical exercise, it might be interesting to distinguish between those rules which are liable to be annulled, as coming within section 25 of the Judicature Act, 1875, and those which are not.

The new rules are thirty-six in number. They are to apply to all proceedings relating to the winding up of a company where a petition to wind up the company or to continue the voluntary winding up of the company under the supervision of the court has been presented, or where an application in the voluntary winding up of the company has for the first time been made, on

or after the 1st of January, 1891. There is, however, an important provision with regard to pending proceedings, by which a judge, if he think it expedient, may retain any proceedings which may be pending before him at the time when the rules came into operation.

Part I. of the rules (rules 2-17) deals with procedure in the High Court, whilst Part II. contains the rules (rules 18-37) relating to winding-up matters in all courts to which jurisdiction is given under the Acts. Rule 2 provides that all proceedings in the winding up of companies in the High Court, to which the rules apply, are to be from time to time attached to one or more of the bankruptcy registrars, who, together with their staff, are to act under the directions of the judge who for the time being exercises the jurisdiction of the High Court to wind up companies. As we stated last week, the new arrangement will not throw any additional work upon the existing bankruptcy registrars, since the winding-up work is to be attached to a specially-appointed "winding-up registrar." By the second part of rule 2, however, any bankruptcy registrar may act for the registrar to whom the winding-up business is for the time being attached.

The matters to be heard before the judge in open court are, by rule 3, as follows:—(a) Petitions; (b) appeals from the Board of Trade and official receiver; (c) applications by the Board of Trade under section 15 of the Companies (Winding-up) Act, 1890; (d) applications for committal for contempt; and (e) such other matters as the judge may from time to time direct. The same rule provides that examinations under section 115 of the Companies Act, 1862, are to be held before the registrar in chambers unless the judge otherwise directs. This rule is in substitution for rule 4 of the rules of 1890, which is annulled. Rule 4 empowers the registrar, subject to the directions of the judge, to hear any application which may be heard in chambers, and provides for the adjournment of applications from chambers to court, and *vice versa*. The latter part of this rule corresponds with rule 9 of the Bankruptcy Rules. Rule 6 of the Winding-up Rules, 1890, contains a similar provision with regard to proceedings in a court other than the High Court.

Rule 5 provides that applications in court, other than petitions, are to be made by motion on two days' notice, and that applications in chambers, other than *ex parte* applications, are to be made by summonses.

Rule 6 prescribes the form in which proceedings are to be intitled, and corresponds with rule 7 of the rules of 1890 and rule 10 of the Bankruptcy Rules.

Rule 7 (written or printed proceedings) and rule 8 (process to be sealed) are adapted from rules 11 and 14 of the Bankruptcy Rules respectively.

Rules 9 and 10 deal respectively with the issue of summonses and the drawing up of orders.

Rule 11 provides that all the proceedings to which the rules apply shall be kept and remain of record in the office of the registrar in one continuous file, and that no proceeding in any winding-up matter to which the rules apply shall be filed in the Central Office.

Rule 12 makes provision for the supply of office copies of documents by the registrar, and corresponds with rule 16 of the Bankruptcy Rules.

Rule 13 provides that a warrant of arrest issued under rule 76 of the rules of 1890, in the case of any person failing to attend for public examination, shall be issued from the Central Office pursuant to an order of the judge directing such issue.

Rule 14 empowers the judge, when a winding-up order has been made, to order the transfer to himself of any action pending in any other court or division brought or continued by or against the company, and authorizes the registrar, in the case of a transfer to the judge, to deal with applications which, if the action had not been transferred, would have been heard in chambers. The rule, however, contains a proviso that nothing in the rule, or in ord. 49, r. 5, of the R. S. C., shall authorize the transfer of any action by a mortgagee or debenture-holder for the purpose of realizing his security nor the transfer of any action which is not brought to enforce payment of a debt or demand provable in the winding up.

Rule 15 requires a petition to the High Court to which the rules apply to be presented at the office of the registrar, who will appoint the time and place at which the petition is to be

heard. Notice of the time and place for hearing the petition must be written on the petition and the sealed copies thereof.

By rule 15 applications to the Board of Trade for the purpose of ascertaining and getting in moneys payable into the Bank of England are to be dealt with by the judge upon motion.

In proceedings for the winding up of a company under the supervision of the court, or the voluntary winding up of a company, the rules contained in the Chancery Order, dated the 11th of November, 1862, are, with the necessary modifications, to be applied (rule 17).

Passing on to the rules relating to winding up matters generally, rule 18 requires a petitioner, not less than two days before the day appointed for hearing the petition, to attend before the registrar and satisfy him that the petition has been duly advertised, that the prescribed affidavits have been filed, and that the rules have been duly complied with. This rule is an exact reproduction of rule 1 of the Winding-up Rules of February, 1891, whilst rules 19-24 reproduce rules 2-7 of the rules of 1891.

Rule 25 provides that at a meeting of creditors or contributories a resolution shall be deemed to be passed when a majority in number or value of the creditors or contributories present, personally or by proxy, have voted in favour of the resolution. This rule is in substitution for rule 53 of the rules of 1890, which is annulled.

Rules 26 and 27 deal with public examinations. Rule 26 provides that the examination shall be held before the judge, with a proviso that the judge may direct it to be held before the registrar or any of the persons mentioned in section 9 (8) of the Winding-up Act. Rule 27 enacts that the depositions taken at a public examination are to be admissible in evidence in proceedings under section 10 of the Act, provided that, before such depositions are used, notice of the intention to use them must be given to the person against whom it is proposed to put them in evidence, who is to have power to cross-examine or re-examine, as the case may be.

Rule 28 provides that no payments in respect of bills or charges of solicitors, managers, accountants, auctioneers, brokers, or other persons are to be allowed out of the assets without proof that they have been considered and allowed by the registrar.

Proxies are dealt with in rule 30. Rule 31 provides for the keeping of the file of proceedings in courts other than the High Court. Rules 32 and 33 regulate the inspection of the file and the use thereof by the Board of Trade and the official receiver.

Certain consequential modifications are made in the rules of 1890, and the whole of rules 4, 53, 72, 119, 145, and 146 are annulled, whilst the rules of February, 1891, are repealed in their entirety.

With regard to the Forms, the 1st Form, "General Title (High Court)," is new. Forms 2-6 appear to be reproductions of the forms issued in February, 1891. The remaining six forms are new.

## SOME CONSIDERATIONS WITH REFERENCE TO THE PUBLIC TRUSTEE BILL.

### II.

Before inquiring further into the prospect of the scheme's success, it may be advisable to look into the reasons advanced by its promoters in its favour; because the extreme inadequacy of these reasons contributes very much to the anticipation of its failure. It appears that the benevolent authors of the scheme have been much troubled in mind by the difficulty which is experienced in finding private trustees and by the risk of loss to which trust funds are exposed in their hands. These two reasons appear to constitute their whole argument; and the likelihood of success must, by their own shewing, be held to depend in a great measure upon the degree of strength which it presents when rightly examined.

Nearly all this talk about the difficulty of finding trustees, to use one of Bentley's amenities, is mere dream and delusion. Such cases may occur here and there, but they are quite the exception and not at all the rule, and it is not at all worth while to found a costly institution merely to provide against them.



What is likely to be the financial condition of the office if it should find its business restricted to these cases, which are almost always, if not always, small trusts, of which the official administration could not be made self-supporting unless upon a scale of taxation which would raise an outcry? Not only has such difficulty as exists been greatly exaggerated, but there is also good reason to expect that it will tend rather to grow less than greater. There is very seldom, if ever, any difficulty experienced, among persons of good social position, in finding among their friends and connections suitable trustees for their settlements. Any difficulty which occurs is practically confined to trifling settlements, and even then only upon the appointment of new trustees. Even in these cases the proposed remedy, which is much the same thing as allowing the fund to be paid into court and administered there, is of a doubtful complexion; and if upon mature consideration the Government came to the conclusion that the advantages of such a course exceed the disadvantages, it would surely have been much better, instead of incurring the vast expense of setting up a new establishment, to have made use of the one which is ready to their hand. It would surely have been much better to have proposed a short and simple Bill, permitting all persons having trust funds in their hands, where the amount does not exceed a prescribed limit, to pay them into court as a matter of right. Here, however, there is no need to go into the merits of such a proposal, beyond pointing out its obvious merit above the present scheme in saving a large initial outlay.

Recent legislation, especially the Trustee Act, 1888, has done much to ameliorate the hardships of the trustee's position, which were a legitimate subject of complaint; and there seems to be a reasonable prospect that such difficulty as has sometimes been experienced in finding suitable persons willing to act, will tend in the future rather to diminish than to increase; and the suggestion may be made, that perhaps further progress might be effected in this direction, if private trustees were allowed a reasonable remuneration for their trouble. An arrangement of this kind is the practice in Scotland and in some of the colonies; and it is believed to work not unsatisfactorily. Some difficulty might no doubt be found in fixing the scale; but there is no reason to suppose that this would be any harder than fixing the scale of fees to be claimed by the public trustee, a task which the Lord Chancellor, assisted by the Treasury, is apparently willing to undertake.

Then comes the question as to the insecurity of trust funds in the hands of private trustees; and this question, as soon as it is examined, is seen to yield the same result: the conclusion, namely, that the proposals of the Government are out of all proportion to the magnitude of the evil. What is the ratio between the total amount of the trust property in the kingdom, and that part of it which is annually lost by breach of trust? Here, be it observed, we are concerned only with property which is actually lost, property which cannot be recovered back from the defaulting trustees; for when the trustees are solvent, and can be compelled to replace the abstracted funds, the damage suffered is not grave. It appears by a return made on the 10th of August, 1885, to an order of the House of Commons, that the total capital or capitalized value of all property, both real and personal, in the United Kingdom, was estimated\* by the Treasury at between nine and ten thousand millions of pounds. The fraction of this huge amount which probably comes under the general designation of "trust property" is by no means infinitesimally small. To many persons qualified to express an opinion, the estimate that one-tenth of the whole is in some way held upon or subject to trusts, might seem not unreasonable. Suppose we take one-twentieth; this estimate would give an amount of about five hundred millions as the aggregate of the trust property in the kingdom. What proportion of this does the reader suppose to be lost annually (and lost irrecoverably, for if replaced it is practically not lost) by breaches of trust? Let him form his own estimate; and then let him consider whether the proposals of the Government do not look rather like seeking to save a small sum by spending a large one.

Moreover, there is no certain assurance that the Bill, if

passed, would diminish the amount lost by breaches of trust; for it might very well happen that these cases, which are rare and exceptional, would not be included among those which would get into the hands of the public trustee. The recent case of *Mr. Hastings*, which suggests an inviting topic to the Bill's advocates, affords an illustration of this probability. If we may believe the unfortunate gentleman's statement, he had proposed, and even urged, some time before entering upon the course which ended in his ruin, that a second trustee should be appointed to act with himself, which proposal, if it had been adopted, would have prevented the loss of the fund; but he stated that the proposal was opposed by the beneficiaries, and abandoned in consequence of that opposition. The beneficiaries who objected to the appointment of a second trustee would probably have objected more strongly, and certainly with better reason, to the appointment of the public trustee.

Delay and expense are not the only disadvantages that will be incurred by beneficiaries whose affairs are managed by the public trustee. Under the existing practice it not unfrequently happens that private trustees, who are personally inclined to shew a benevolent consideration, are willing to run some technical risk in order to secure a considerable advantage for their beneficiaries. For example, executors (and it is to be remembered that the Bill embraces executorships as well as trusts) will sometimes, at their own risk, carry on a testator's business for a time, in order to gain the advantage of selling it as a "going concern." If experience may be trusted, a public official would never make these concessions; and, indeed, he could not reasonably, unless under very unusual circumstances, be expected to do so.

These considerations are ominous of failure much more than of success; but before their full force can be seen, a further element must be taken into account. The Government must be very ill-informed if they are not aware that their proposal is not viewed by the legal profession with a favourable eye. A few preliminary words are needed on this head; because it is the regular practice of the sect of the faddists to charge the failure of their impracticable schemes upon "the hostility of solicitors," and to insinuate that this opposition is due only to motives of self-interest. There is much reason to believe that the solicitors are, perhaps without exception, certainly with very few exceptions, strongly opposed to the scheme; and the general public are, of course, justified in considering whether self-interest supplies the probable motive, when they find a large body of professional men opposed to any proposal which in any way touches their profession. But this kind of suspicion, which begins only in a natural prejudice, becomes very unfair if it is persisted in only upon that ground. There is much reason to suppose that, so far as any pecuniary or merely selfish interests are concerned, the solicitors might regard the Bill with perfect equanimity: if the Bill should pass, the event will probably prove that any fears which might have been entertained had very little foundation. But, assuming the fact to be otherwise, when did it become the duty of a professional man to approve of and promote a bad Bill, merely because he thought it likely to injure himself? However this may be, there is in truth no need to resort to this hypothesis in order to explain the alleged opposition. The truth is that solicitors, who are familiar with the administration of trusts, and are acutely conscious of the pleasant ways of Government departments, are so filled with horror at the prospect of constant applications to a branch of Somerset House with reference to the sort of questions with which they are constantly required to deal, that they would probably consent to any reasonable pecuniary sacrifice in order to escape so great a calamity for their clients as well as for themselves. And here we may plausibly find the true explanation of the suggestion that solicitors fear the proposed scheme on account of their own interests. It is not their pecuniary interests which are in question, but something else. It has been forgotten by the benevolent projectors of the scheme, that the person who will have to bear the brunt of its vexatious consequences is the unfortunate family solicitor. It is he who will be constantly pestered by his clients, and upon whom will be thrown all the blame of the slow, clumsy, and expensive working of the new system. Would it be very wonderful if, with a lively sense of all this before their eyes, solicitors should fail to welcome so

\* No doubt this estimate is to a considerable extent based upon conjecture; but for the purposes of the present argument, minute accuracy is not necessary. Any reasonable deduction which is made will leave the general conclusion untouched.

pleasing a prospect? and would they not, in taking this view, be acting in the interests of their clients quite as obviously as in their own?

It might with much plausibility be maintained that, if solicitors were disposed to regard in the first place their own pecuniary interests, these would be promoted rather than injured by the proposed scheme. Surely it is the solicitors who must be the first (if not the only) persons to derive profit from any scheme for making the practice of the law slow, clumsy, and expensive; and it would be their pockets into which the costs of conducting the inevitable proceedings before the Public Trustee would go. When rightly viewed, the opposition of the solicitors is seen to be conspicuous evidence in favour of their disinterestedness so far as mere money questions are concerned, and of their care for the interests committed to them by their clients.

Of course it might be urged that the solicitors are all mistaken: that they know nothing about the administration of trusts, or that they cannot tell the difference between what is convenient and what is inconvenient. But it would be difficult to convince them all that this is the case; and pending the accomplishment of this feat, they can hardly be expected to exert themselves to bring about the accomplishment of the evils which they anticipate. Which things being so, does there not seem to be much probability that the Public Trustee, if he should be established, will find his activity restricted to the cases, not likely to be very numerous, in which he is appointed as a new trustee of unimportant settlements, and the cases, likely to be very few indeed, in which he is appointed by a settlor or testator in opposition to the advice of his solicitor? And does there seem to be any probability that the office can be made self-supporting upon this basis? The result will be that the public purse will find itself burdened with another costly and almost useless institution. And this will be likely to lead to further developments of an injudicious kind. The Government, feeling themselves bound to justify the existence of their new official, will be likely to look about in all directions in search of pretexts to extend the sphere of his activity; and these extensions being, from the nature of the case, not originally prompted by any sense of their intrinsic merits, but rather by the necessity of providing an army of officials with something to do, may perhaps not unreasonably be expected to serve better for show than for use.

Nobody doubts that the Government are full of excellent intentions, but they seem to have failed in sense of proportion and the adaptation of means to ends: like the affectionate bear who drove off the troublesome fly by hitting his friend the hermit a tremendous blow on the nose. If, indeed, they had proposed to establish the Public Trustee to serve as a mere depository of trust funds, a sort of sleeping partner or colleague of the private trustees, who could act promptly and without formal evidence upon their direction, some of the objections to which their scheme is now open would fall to the ground. The grave questions would still remain, whether it would be worth while to establish such a functionary, and whether his establishment would attract sufficient business to become self-supporting; but there would be no ground to anticipate that the people who were compelled to have dealings with him would find him in practice an intolerable nuisance. Only a very sanguine man would anticipate any distinguished degree of success for such a scheme, but one great obstacle to success, probably an insuperable obstacle, would be removed. Here, however, it must be remembered that the trust funds would remain as much as ever in the power of the private trustee or trustees; and all that part of the argument in favour of the Bill, which is derived from the supposed security to be provided for trust funds, ceases to be applicable to the case.

Apart from the fundamental objections, which go to the root of the whole scheme, the Bill, in the shape in which it was introduced during the last session, contains some details which supply further grounds of objection, and would be likely to hinder its success, if success had not been made practically impossible without them. The Public Trustee is to have power arbitrarily to refuse to accept a trust; and this power cannot fail to deter testators from naming him as trustee and thus running the risk of inconvenience in case of his refusal. It is no reply to say that his consent might perhaps be obtained in the

testator's lifetime; because the Public Trustee, unlike a private trustee, would certainly not give his consent unless he was allowed to read the will; and testators generally entertain a rooted objection against allowing their wills to be read in their lifetime. Again, some of the Bill's provisions involve very improper interference with private rights. It is proposed to enable the Public Trustee to be registered as the owner of stocks and shares in companies, while his liability is restricted to the amount of the trust property. The result will be that companies which have power to refuse to register transfers of shares, will frequently refuse to allow the Public Trustee to be entered on their books; and in other cases there will be formed two classes of shares—those in the hands of the shareholders and those in the hands of the Public Trustee—and, with regard to the latter, there may be no property available to meet the common burdens to which all the shares are properly liable. But it is not necessary to enlarge upon topics of this kind; because the removal of them would do nothing to remove those fundamental objections in comparison with which they are of too trivial importance to deserve notice.

It is a general characteristic of these impracticable schemes of the Government, that they are introduced and advocated by people who have little practical acquaintance with the matters with which they are dealing. It is quite possible that the member of the Government who is responsible for the introduction of the scheme is a man of high ability, endowed with many and universally acknowledged virtues, talents, and accomplishments; but there is no reason to suppose that he knows any more about the administration of trusts than any other gentleman in the kingdom. He, then, knowing of his own knowledge nothing or next to nothing about the matter, and being assured, as he is, by all or nearly all of the men who have spent their lives in the transaction of such business, that his scheme, so far as it might be adopted in practice, would prove to be a mere nuisance and would work little but mischief, comes before us with the assurance (which all will readily accept) that his sole motive is his confident belief that he is acting for the public benefit. Really, if this is the whole explanation of the scheme's origin, somebody will seem to many people to be displaying an extraordinary reliance upon the infallibility of his own private judgment.

It is not impossible that some people will think that they see in these considerations some hint of the true motives which have induced the Government to father this measure, a question which at first sight seems to be well-nigh inscrutable. No doubt they honestly hope to do some good; but the Bill in its present shape is so very ill-adapted to improve the administration of trusts, and the balance of expert opinion is on this point so heavily against them, that they can hardly expect to be taken seriously if they pretend that this was their sole motive. Nor is it easy to suppose them influenced chiefly by the common craving of the politician after votes; for there is no probability that the Bill will gain them a single vote, while there is much probability that it will lose them a good many. In practical politics men ought never to forget the maxim, *Cui dolo, meminit, cui placet, obliviscitur*. May not the surmise perhaps be admissible, that the Bill has its true origin rather in financial than in administrative considerations? If a member of the Government, in reliance upon his sole opinion, has devised this scheme solely for the improvement of the administration of trusts, he might appear to some people to be displaying something beyond a just degree of self-confidence. But the case would be quite altered if some financial authority, perhaps the Chancellor of the Exchequer, should turn out to be the true author of the scheme; and to have devised it with a view rather to finance than to administration. Mr. Goschen may, or may not, be a great authority upon the administration of trusts; but there can be little doubt that upon all questions of finance he is the greatest authority in the kingdom. His acute perception of the financial aspects of the scheme may have somewhat blinded his judgment to its administrative defects. He may somewhat rashly have assumed that the scheme is assured of a very great measure of practical success, which would mean the accumulation of huge sums in the hands of a Government official and the investment of them in Government stocks; and this might have an important bearing, for example, upon future schemes for conversion. It may be the



case that such an idea, if it could be realized, might tend to the advantage of the country; but there seems to be little prospect that any such idea can be realized through the present scheme.

## REVIEWS.

### REAL PROPERTY.

THE LAW OF REAL PROPERTY, CHIEFLY IN RELATION TO CONVEYANCING. By H. W. CHALLIS, M.A., Barrister-at-Law. SECOND EDITION. Reeves & Turner.

The present edition is an improvement on its predecessor. In such a book there are necessarily some doubtful points, and others that have been overlooked. Mr. Challis has spared no pains to perfect his work. In the present edition he has caught every point we had noted in the first edition as requiring consideration.

A good example of this occurs at p. 210, where the author discusses the rules of descent at common law. After stating the rule as laid down in the books, "By the common law the descent of hereditaments is traced from the person who, under the title in fee simple, last died seised thereof," the author states a very important exception which was not given in the first edition, "Except in the case of one coming in by purchase, when it is traced from the purchaser; and, therefore, in the case of a purchase by way of remainder, so far as regards any descent occurring during the continuance of the particular estate, the descent is necessarily traced from one having only a seisin in law; because in such a case the descent of the remainder must be traced from the remainderman, who is the only person having any title at all; and he cannot acquire seisin in deed, because there can be no seisin in deed of a remainder." This exception to the rule is of great importance; it shows how the descent of the fee is traced where the fee is in remainder strictly so called.

The discussion, at p. 174, of the obscure and difficult question whether a common law condition in defeasance of an estate of freehold is within the rule against perpetuities, in the sense that it is void if it may defeat the estate at a time more remote than is allowed by that rule, is full of learning. Mr. Challis is of opinion that the rules relating to common law conditions had been settled for some centuries before the rule against perpetuities had been thought of; but he comes to the conclusion that conveyancers cannot be advised, in the absence of express judicial decision, to rely in practice upon the conclusion that common law conditions are not within the rule against perpetuities. In considering Mr. Challis's arguments, it should be borne in mind that, although in theory the common law has existed without change since the time of legal memory, in fact this is not the case. But as soon as a decision is made which, in fact, alters the common law, the theory is that the law as altered has always existed, and that the prior decisions stating the law as it existed in fact at the time when they were made, are erroneous.

We wish that in the limits of this review we could give more extracts from Mr. Challis's book; it is impossible to open it without being instructed. In these days when it is the fashion, even (we grieve to say) among judges, to consider that law is a mere matter of opinion; that it little signifies what decision is given so long as it is given quickly, Mr. Challis's book will be very useful. To the lawyer whose opponent is capable of appreciating the difficulties of real property law, it is a storehouse of argument.

### CONVEYANCING.

GIBSON AND McLEAN'S STUDENTS' CONVEYANCING. BEING SPECIALLY INTENDED FOR THE USE OF CANDIDATES AT THE FINAL AND HONOURS EXAMINATIONS OF THE LAW SOCIETY. THIRD EDITION. By the Authors and ARTHUR WELDON, Solicitor. The "Law Notes" Publishing Offices.

The first five parts of this work deal in succession with sales, mortgages, leases, settlements, and wills. The sixth includes some miscellaneous subjects, among them being partnership deeds, disentailing assurances, and appointments under powers. It thus forms a comprehensive manual of conveyancing for students. The law appears to be accurately stated, and the cases from which it is taken are well selected. But, considering the quantity of matter to be dealt with, accuracy of statement requires to be accompanied by other qualities to make the book serviceable to the reader. Systematic arrangement and clearness of style are indispensable, and in these respects also the authors have done their work very well. The present edition, we anticipate, will be quite as acceptable as its predecessors.

### BOOKS RECEIVED.

A Digest of Principles of the Law of Contracts. By S. MARTIN LEAKE, Barrister-at-Law. Third Edition. Stevens & Sons (Limited). The Companies Acts, 1862 to 1890. A Handy Book on the

Formation, Management, and Winding Up of Joint-Stock Companies. By WILLIAM JORDAN, Registration and Parliamentary Agent, and F. GORE-BROWNE, Barrister-at-Law. Fifteenth Edition. Jordan & Sons.

## CASES OF THE WEEK.

### House of Lords.

CHARLESWORTH v. MILLS—4th April.

BILL OF SALE—TRANSFER OF PROPERTY—POSSESSION.

This was an appeal from a decision of the Court of Appeal (Lindley and Lopes, L.J.J., Lord Esher, M.R., dissenting), reported 39 W. R. 1, 25 Q. B. D. 421. The goods of one Wilson were seized by the sheriff's officer under an execution. On the 9th of December, 1887, Wilson applied to the appellant Charlesworth, an auctioneer, to pay the sheriff off, and he agreed to do so, provided the goods seized were of sufficient value, and also that the sheriff's officer, by his bailiff, should continue in possession, not for the sheriff, but for Charlesworth. The sheriff's officer agreed, and the sheriff was paid out; the bailiff, as arranged, remaining in possession. Wilson then gave Charlesworth a letter, which was as follows:—"December 9, 1887.—Mr. Charlesworth, Auctioneer, Hull.—Sir,—In consideration of your paying the sheriff's officer £62 15s. 1d., I hereby authorize and request you to hold possession of my furniture and effects now on the premises, No. 2, Pendrill-street, Hull, and to sell the whole by auction as soon as convenient, and after deducting the above amount and your charges, pay over the balance (if any) to me.—Yours truly, H. P. Wilson." On the 10th of December Wilson executed a bill of sale to the respondent Mills, who knew nothing of the seizure, nor of the arrangement with Charlesworth; and the bill of sale was duly registered. On becoming aware of this Charlesworth moved and sold the goods. The respondent Mills sought to recover their value from the appellant, and Day, J., gave judgment for him. The majority of the Court of Appeal, affirming the court below, held that the letter was essential to the proof of Charlesworth's title; that it was a bill of sale, and void. The House reversed this decision.

Lord HALSBURY, C., said that but for the judgments in the court below he should have thought this was a clear case. The bargain was that possession should be changed, and this was done. The instrument relied on did not purport to pass the property. The debtor had transferred the property in the goods to Charlesworth in consideration of the advance made for the purpose of paying out the sheriff's officer, who was in actual possession of the goods at the time, and it was agreed between the parties that the sheriff's officer should remain in possession of the property on behalf of Charlesworth. It had been admitted that the possession by the sheriff's officer was equally good in both cases, but it was contended on behalf of the respondent that the document in question was a bill of sale within the meaning of the Act, and that, the conditions of the statute not having been complied with, the transaction between the appellant and the debtor was null and void. In his opinion the document in question was in no sense a bill of sale, inasmuch as it did not transfer the property. The possession of the property had passed to Charlesworth before the document came into existence, and the case was identical with one in which goods were sent to an auctioneer's rooms for sale, and he was authorized to deduct any advances he had made upon them from their proceeds. In his opinion the decision of the court below was wrong and must be reversed.

Lord WATSON said that the case was not distinguishable from *Ex parte Hubbard* (35 W. R. 329, 16 Q. B. D. 532), and that the instrument relied on did not constitute the title under which possession was given.

Lords HERSHELL, MORRIS, FIELD, and HANNEN concurred.—COUNSEL, WITT, Q.C., and Montague Lush; A. Statham and Dyer. SOLICITORS, Pritchard & Sons, for Locking & Holditch, Hull; Cotton & Son, for J. H. Green, Hull.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

## Court of Appeal.

Re JOHNSON—No. 2, 8th April.

PRACTICE—LANCASTER PALATINE COURT OF CHANCERY—SERVICE OF NOTICE OF DECREE ON PERSONS OUT OF JURISDICTION OF PALATINE COURT BUT WITHIN JURISDICTION OF SUPREME COURT—COURT OF CHANCERY OF LANCASTER ACT, 1854 (17 & 18 VICT. c. 82), s. 8.

A decree for administration of the estate of a deceased person had been made in the above suit by the Vice-Chancellor of the Lancaster Palatine Court of Chancery, and an inquiry had been directed as to the next-of-kin of the deceased. The registrar of the Palatine Court had directed the plaintiff's solicitor to serve notice of the decree on all persons interested, and some of these persons resided out of the jurisdiction of the Palatine Court, but within the jurisdiction of the Supreme Court. The plaintiff accordingly now moved *ex parte* for leave to serve notice of the decree on the persons interested who resided out of the jurisdiction of the Palatine Court. The application was made under section 8 of the Court of Chancery of Lancaster Act, 1854, which enacts that "in all cases in which any person who may be a necessary or proper party to any suit . . . in the Court of Chancery of the said County Palatine shall not be subject to the jurisdiction of the said court, it shall be lawful for the Court of Appeal on the application of . . . any person to whom the conduct of such suit may have been committed . . . to order and direct that

such service, as may be proper, be effected upon such person out of the jurisdiction of the said court of the said County Palatine; and such application shall be made either *ex parte*, or upon such notice as the said Court of Appeal shall think fit."

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) granted the application. —COUNSEL, *J. C. Priestley*. SOLICITORS, *Godden & Creeke*, for *J. A. Ledgard*, Manchester.

[Reported by M. J. BLAKE, Barrister-at-Law.]

#### YOUNG v. THOMAS—No. 2, 8th April.

PRACTICE—COSTS—MOTION FOR JUDGMENT IN DEFAULT OF DEFENCE—POWER OF JUDGE TO REFUSE PLAINTIFF'S COSTS—APPEAL WITH LEAVE—NON-INTERFERENCE BY COURT OF APPEAL WITH JUDGE'S DISCRETION—JUDICATURE ACT, 1873, s. 49—R. S. C., XXVII, 11; LXV., 1.

In this case the plaintiffs had brought five actions, substantially for ejectment, in respect of five undivided shares in three separate estates, and they also claimed declarations of title and accounts of rents and profits. The several defendants had appeared and called for statements of claim, which were accordingly delivered. The defendants having made default in delivering any defences, the plaintiffs moved for judgment under ord. 27, r. 11, which provides that "if the defendant makes default in delivering a defence, the plaintiff may set down the action on motion for judgment, and such judgment shall be given as upon the statement of claim the court or a judge shall consider the plaintiff entitled to." The judge in the court below, on the hearing of the motion, gave judgment for the plaintiffs for the relief claimed by the statements of claim against the several defendants; but he refused to give the plaintiffs any costs of action up to the hearing of the motion, and as the plaintiffs' counsel thereupon took the objection that the judge had no jurisdiction, when giving judgment in their favour under ord. 27, r. 11, to disallow their costs, the judge gave the plaintiffs leave to appeal, under section 49 of the Judicature Act, 1873, against such disallowance. On the hearing of the appeal it was contended on behalf of the plaintiffs that, in the absence of any misconduct on the part of the plaintiffs, the judge had no jurisdiction to disallow the plaintiffs their costs when giving judgment for them under ord. 27, r. 11, and the observations of Jessel, M.R., in *Cooper v. Whittingham* (15 Ch. D. 501) were relied on. It was also contended that the judge, in dealing even with the question of costs, was bound, under ord. 27, r. 11, to consider only the matters alleged in the statement of claim, and could not take into consideration anything outside it: *Smith v. Buchan* (36 W. R. 631); and that as the judge in the court below had, in determining to disallow the costs, taken into consideration matters outside the statements of claim, he had not exercised a judicial discretion, and had misapprehended the facts of the case.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.), without calling on the respondents, dismissed the appeal.

LINDLEY, L.J., said that rule 11 of order 27 was not the only rule to be considered in reference to the question before them. Ord. 65, r. 1, should also be considered. That rule was specifically addressed to the question of costs, and it provided that, "subject to the provisions of the Acts and these rules, the costs of and incident to all proceedings in the Supreme Court . . . shall be in the discretion of the court or judge." The proper interpretation to be put on rule 11 of order 27 was that, so far as the relief claimed by a plaintiff was concerned, the judge was to look to the statement of claim and to nothing else; but there was nothing in that rule to deprive the judge of the discretion as to costs given him by rule 1 of order 65; the judge had as much discretion as to costs in a case coming under rule 11 of order 27 as in any other case. Even on an appeal with leave under section 49 of the Judicature Act, 1873, it was not the duty of the Court of Appeal to review the discretion as to costs exercised by the judge, for that would be to substitute their discretion for that of the judge below. If the judge had proceeded upon some erroneous view of law, and had not really exercised his discretion at all, then the Court of Appeal, even without leave, could review his decision as to costs. That had been pointed out recently in cases of appeals from the Divorce Division: *Robertson v. Robertson* (6 P. D. 119) and *Russell v. Russell* (*ante*, p. 346). That, however, was not the case in the present instance; the judge had exercised his discretion in depriving the plaintiffs of their costs, and the Court of Appeal would decline to review that discretion.

BOWEN, L.J., was of the same opinion. Although the Court of Appeal was clothed with power to entertain the appeal under section 49 of the Judicature Act, 1873, still, in considering the appeal, the court should proceed on the lines laid down by the Judicature Act and the rules. Those lines were clearly indicated in the case of *Gilbert v. Huddleston* (33 W. R. 832, 28 Ch. D. 549), in which it was stated that "where an appeal from an order as to costs which are left by law to the discretion of the judge is brought by leave of the judge under section 49 of the Judicature Act, 1873, the Court of Appeal will still have regard to the discretion of the judge, and will not overrule his order unless there has been a disregard of principle or misapprehension of facts." In the present case there was certainly no disregard of facts nor misapprehension of principle, unless the judge had put a wrong construction on ord. 27, r. 11. The judge thought that he had power, in giving judgment under that rule, to deprive the plaintiff of costs. The question was whether that rule prohibited that. The rule said that if the defendant made default in delivering a defence, the plaintiff might set down the action on motion for judgment, "and such judgment shall be given as upon the statement of claim the court or a judge shall consider the plaintiff to be entitled to." It was argued that, having regard to those words, the judge could not for any purpose—even for costs—look outside the statement of claim. In his lordship's opinion that was not so. The object of the rule, which was a very salutary one, was that, so far as regarded the rights of the parties to the litigation, the statement of claim alone should be looked to; and the reason for that was that the defendant,

by not delivering a defence, had not challenged the facts as alleged in the statement of claim, and must be taken to have admitted them; and if the rule were construed in any other way unnecessary delay and expense would result. In *Smith v. Buchan* (36 W. R. 631) Kay, J., had said that in cases under ord. 27, r. 11, no evidence beyond the pleadings themselves could be accepted, but the learned judge was there referring only to evidence relating to the issue in the suit, and to the matters alleged in the statement of claim. Ord. 27, r. 11, should be read in connection with ord. 65, r. 1, and it did not interfere with any general power over costs given to the judge by the Judicature Acts and the rules. So far as regarded the materials contained in the statement of claim, the judge was prevented under ord. 27, r. 11, from looking outside the statement of claim, but as to costs, he had the same power to deal with them as if the defendant had appeared before him at the trial. The judge, therefore, had the same jurisdiction to deal with costs in a case under ord. 27, r. 11, as he had in any other case.

KAY, L.J., concurred.—COUNSEL, *Cutler, Q.C.*, and *Oswald*; *Upjohn*. SOLICITORS, *Adrian Young*; *Thomas White & Sons*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

#### GREEN v. MARSH—No. 2, 9th April.

BILL OF SALE—REGISTRATION—MORTGAGE—ATTORNMENT CLAUSE—SECRET POWER OF DISTRESS—BILLS OF SALE ACT, 1878 (41 & 42 VICT. C. 31), s. 6—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. C. 43), ss. 3, 8, 9.

The plaintiff in this case had let an organ to Wilson under a hiring agreement, dated the 18th of May, 1887, upon the terms that Wilson should pay a sum of £60 by quarterly instalments, and that in default of payment of any one instalment for twenty-one days the plaintiff should be entitled to resume possession. Wilson took the organ to his house. He had previously, in 1886, mortgaged this house to Rickatson for £5,000 and interest at five per cent. The mortgage contained an attornment clause whereby the mortgagor, being in occupation of the house, agreed to become tenant to the mortgagee at a rent of £250, the amount of the interest, to be paid quarterly, and an express power of distress was given in case of nonpayment. In January, 1890, a letter was written by Wilson to the mortgagee, making the rent payable by weekly instalments of £5, acknowledging that there was at the time an arrear of £200 of rent due, and undertaking to deliver up possession on four weeks' notice. Neither the mortgage nor this letter was registered under the Bills of Sale Act. In September, 1890, when two instalments of the payment for the organ were due, a distress was put in by the mortgagee, under which the organ was seized and sold. The present action was brought for conversion against the auctioneer and the purchaser of the organ. Wright, J., decided in favour of the plaintiff. The defendants appealed. Counsel for the appellants contended that they were within the proviso of section 6 of the Bills of Sale Act, 1878, and that the word "demise" does not include an attornment clause. They cited *Re Willis, Ex parte Kennedy* (36 W. R. 793, 21 Q. B. D. 384), *Re Stockton Iron Furnace Co.* (27 W. R. 433, 10 Ch. D. 335), *Hill v. East and West India Dock Co.* (32 W. R. 925, 9 App. Cas. 448). Counsel for the respondent were not called upon.

The written judgment of THE COURT (Lord HALSBURY, C., and LINDLEY and KAY, L.JJ.), was delivered by

KAY, L.J., as follows:—The plaintiff sues the defendants to recover this organ, or for damages. It was argued that she had no right to sue because the organ was not hers. This argument fails. The property would not pass under the hire and purchase agreement until all instalments of the purchase-money were paid, and these instalments were not all paid at the time of the distress. Then it is said that the instrument under which this distress was made was void under the provisions of the statutes of 1878 and 1882 relating to bills of sale. The case comes clearly within section 6 of the Act of 1878, unless excepted by the proviso at the end of that section. The first words of that section, "Every attornment, instrument, or agreement not being a mining lease," clearly apply to other leases "whereby a power of distress is given or agreed to be given" (which includes such a power given by law and not expressly) "by way of security for" a present or future debt or advance. It was urged, however, that section 6 is practically repealed by the Act of 1882. Section 15 repeals section 8 of the Act of 1878, which made unregistered documents where bills of sale under the Act of 1878 void against assignees in bankruptcy and execution creditors. Section 9 of the Act of 1882 avoids bills of sale given as security for money which are not according to the form in the schedule. This agreement between the mortgagee and mortgagor, it is said, could not be made in that form, and therefore it cannot be intended that it should be within the Act of 1882. The answer is, the two Acts are to be construed together (section 3 of the Act of 1882). This arrangement, being for the security of money, is within the mischief which both Acts seek to prevent, being a secret power of distress. By section 9 it would be void because it is not according to the scheduled form if it is a bill of sale. But it is only to "be deemed to be a bill of sale" (section 6 of the Act of 1878). That must mean that it is not a bill of sale, but it is to be treated as one for the purpose of registration. If unregistered it would be void under section 8 of the Act of 1882. But not being actually a bill of sale it need not be according to the scheduled form, because section 9 does not apply to it. Then it was argued that the Bills of Sale Acts were only intended to apply to chattels belonging to the grantor of the bill of sale. But if the effect of the Acts is to avoid the power of distress the defendant has wrongfully seized the plaintiff's organ. The main point argued was that the distress is good because it is within the exception of the proviso at the end of section 6 of the Act of 1878. The agreement of January 10, 1890, was, it is argued, a lease granted by a mortgagee being at the time in posses-



sion. It was decided in *Re Willis (ubi supra)* that to bring a case within the exception it was necessary that the mortgagee should first take possession of the mortgaged premises and should then demise them to the mortgagor; the case intended to be excepted being that of a *bond fide* lease by a mortgagee in possession to a mortgagor, not a lease to secure money. The broad answer seems to be that this arrangement was not such a lease as is intended to be excepted, but was a pretended lease made for the purpose of obtaining a power of distress as a further security for the interest of the mortgage debt. The argument, which was ingenious, fails on this ground, even if the several steps of it could be supported. But those steps seem also to be unsound. It was admitted that after the case of *Re Willis* the original attornment clause, as it is called, in the mortgage of 1886 would not be within the exception because the mortgagee had not been in possession when that deed was executed. But it was said the attornment clause made him mortgagee in possession: *Re Stockton Iron Furnace Co. (ubi supra)*; and the arrangement in January, 1890, altering the times for paying the rent from quarterly to weekly payments and giving the mortgagee power to enter upon four weeks' notice was a new demise, and was therefore a demise by a mortgagee in possession. This argument cannot prevail. The attornment clause was not such a taking possession by the mortgagee as is contemplated by the proviso, though no doubt it would render him liable to account at the suit of a subsequent mortgagee for all the rent agreed to be paid by the mortgagor which might not be received owing to the mortgagee's wilful default. But this attornment clause not being registered was void. Even if it had been valid the arrangement in 1890 was not a new demise, but only a modification of the so-called attornment clause. The whole proceeding is an attempt to keep secret the power of distress, which was not a power to secure a real rent, but to secure the interest of the mortgage debt. The true conclusion, for the reasons given, is that the attornment clause and the letter subsequently modifying it should be deemed to be bills of sale, and are void by section 8 of the Act of 1882 because they are not registered. The appeal must be dismissed with costs.—COUNSEL, *Cooper Willis, Q.C., and Newson; Channell, Q.C., and Lynch.* SOLICITORS, *Pridham; Scott Lawson.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

### High Court—Chancery Division.

*Re LOWE, DANIEL v. PLATT*—North, J., 6th April.

WILL—CONSTRUCTION—PERSONS DESIGNATE—ILLEGITIMATE CHILDREN.

By his will the testator, Thomas Lowe, bequeathed "to each of the children of my brother J. Lowe who shall be living at my death, except his eldest son Ernest J. Lowe and his daughter Mary L. Lowe, £100 respectively," and testator bequeathed £2,500 upon trust after the death of the said J. Lowe "to pay the annual income thereof to the present wife of my said brother J. Lowe if she shall become his widow during her life," and after her death upon trust "for all the children of my said brother J. Lowe, except his eldest son Ernest J. Lowe and his daughter Mary L. Lowe," who should attain the age of twenty-one years or marry, in equal shares. And the testator bequeathed the residue of his personal estate to his said niece Mary L. Lowe absolutely. J. Lowe married many years ago, and had two children by his wife, viz., Mary L. Lowe and Mrs. Platt. His wife died in 1875. In 1876 J. Lowe went through a fictitious ceremony of marriage with Barbara Taylor, who afterwards passed as his wife (believing herself to be such). She had by J. Lowe seven children, one of them born since the date of testator's will. J. Lowe died in the lifetime of his brother, the testator. This was an originating summons by the trustees of the will to have it determined who were entitled to the above-mentioned legacies.

NORTH, J.—In my opinion "the present wife" of J. Lowe no doubt means Barbara Taylor, who was received as his wife; and is an amply sufficient description of her to give her the income for her life, which she takes, though as a matter of fact she was not his wife. The additional phrase "if she shall become his widow," which it was contended was a condition impossible of fulfilment as she never was his wife, is really equal to "in case she shall survive him," for it must be considered that the testator treated her as a legal wife, and by using the phrase "if she shall become his widow" he meant in the legal way by surviving J. Lowe. And the will proceeds: "after her death upon trust for all the children of my said brother J. Lowe." If it stopped there, "children" would mean legitimate children, but it goes on to except two, one of whom was legitimate and the other illegitimate. In my opinion the gift would not be sensible except on the supposition that "children" included those who are illegitimate as well as those who are legitimate. The same remarks apply to the legacies of £100 to each of the children of the testator's brother J. Lowe, from the benefit of which the same two children are excepted. The illegitimate children, therefore, living at the date of the will take as if they were legitimate. The illegitimate child born after the date of the will does not of course come in.—COUNSEL, *Cosens Hardy, Q.C., and Welby King; C. E. E. Jenkins; Arthur & Beckett Terrell; T. Rolls Warrington.* SOLICITORS, *Brown & Woodnough, for Harvie, Bedford; Saxelby & Faulkner; Gaulties & Davenport; Paterson, Snow, Bloam, & Kinder, for Henry Lee, Whitechurch, Salop.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

*Re AN APPLICATION BY ROBERTSON, SANDERSON, & CO. TO REGISTER A TRADE-MARK; AND Re OPPOSITION BY GILLON & CO. THERETO*—Stirling, J., 8th April.

PRACTICE—TRADE-MARK—NOTICE OF OPPOSITION TO REGISTRATION—LEAVE TO AMEND—APPEAL—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883

(46 & 47 VICT. C. 57), s. 69, SUB-SECTION 4; s. 90, SUB-SECTION 1—TRADE-MARKS RULES, 1890, r. 31, SUB-RULES 1, 8; rr. 54, 55.

This was the hearing of one of two motions by Messrs. John Gillon & Co., merchants carrying on business at Leith, London, and Liverpool, asking for leave to amend their original notice of opposition, dated the 11th of March, 1891, to the registration by Messrs. Robertson, Sanderson, & Co., whisky merchants, also of Leith, of a trade-mark in respect of Scotch whisky, of which the words "The Original Mountain Dew Whisky" formed part. The ground of opposition to the registration was that the words "mountain dew" had been adopted by Messrs. Gillon & Co. nearly fifty years ago, and used by them ever since. The application to register the trade-mark was heard on the 7th of July, 1891, when the opponents desired to put in evidence a statutory declaration to the effect that the words "mountain dew" had been used with reference to whisky by Messrs. Edward Young & Co., of Liverpool, in 1832. The counsel for the applicants took the objection that the evidence must be confined to the grounds stated in the notice of opposition, whereupon the registrar rejected the statutory declaration, and disallowed the opposition to the registration. On the 14th of August, 1891, Messrs. Gillon & Co. gave notice of appeal to the Board of Trade, who referred the matter to the court. The first notice of motion was given by Messrs. Gillon & Co. on the 1st of March, 1892, asking that the court do hear and determine an appeal from the decision of the Comptroller-General of Patents, &c., and for an order that the application by Messrs. Robertson, Sanderson, & Co. for registration of their mark be refused. They subsequently gave notice of motion on the 21st of March asking for relief as above stated. The question arose whether the court had jurisdiction under such circumstances to give liberty to amend. Counsel for the motion referred to the Trade-Marks Rules, 1890, rr. 31, 54, and submitted that the court had power to amend by virtue of R. S. C., ord. 23, r. 12. Counsel for the respondents contended that there was no jurisdiction to give leave to amend; the opponents' remedy was clearly under section 90 of the Patents, Designs, and Trade-Marks Act, 1883. This was not a question of amending the form, but of doing what the registrar had no power to do, the amendment being out of time; it was not an appeal at all, but in the nature of the issue of a new writ. They referred to Trade-Marks Rules, 1890, rr. 31 (1), (8), 54, 55.

STIRLING, J., said the question was whether in this case he ought to give the applicants leave to amend their notice of opposition to the registration of a trade-mark which Messrs. Robertson & Co. were now proceeding to register. It appeared that upon an application to register as a trade-mark in respect of Scotch whisky the words "original mountain dew," the present applicants, Messrs. John Gillon & Co., gave notice of opposition, dated the 11th of March, 1891. The grounds alleged for such opposition were as follows:—"The words 'the original' before mountain dew—'mountain dew' having been instituted by our firm nearly fifty years ago, and used by us ever since." Upon the construction of that, the notice of opposition was limited to user by the firm of John Gillon & Co. of the words "mountain dew." The application came before the registrar on the 7th of July, 1891, and shortly before that the first intimation given by Gillon & Co. was in a letter dated the 9th of June, 1891, that other persons had used the words so far back as 1832. Thereupon the applicants obtained a statutory declaration to use before the registrar upon the hearing of their opposition. That only reached Messrs. Robertson & Co. on the morning of the hearing, on the 7th of July. Objection was taken by their counsel to its being admitted in evidence, and the registrar rejected it. It appeared to his lordship that the registrar was right in so doing, because by rule 31, sub-rule 8, it was provided that "on the hearing of the case no opposition shall be allowed in respect of any ground not stated in the notice of opposition." Therefore, as the user by other firms was not referred to in the notice of opposition, it appeared to his lordship that the statutory declaration was not admissible, and its admission would have created a new case. It was, however, to be borne in mind that the member of the applicant's firm who was present at the hearing was not a lawyer. The registrar rejected the evidence, but said, "Of course I should be ready to entertain a substantive application putting in evidence at a reasonable date before the hearing." It appeared to his lordship that possibly—indeed, very probably—that intimation might not have conveyed to the applicant that it was his duty to ask for an adjournment and for leave to amend, but it did appear that there was a *prima facie* case to be inquired into. The application for leave to amend, no doubt, came rather late, but it appeared to be deserving of consideration. The question was, whether his lordship had any right to give leave to amend. The matter came before the court in this way. The registrar having decided against the opposition, Messrs. Gillon & Co. gave notice of appeal, and on the 7th of October, 1891, the solicitor to the Board of Trade wrote to their solicitor as follows:—"Robertson, Sanderson, & Co.'s application, and John Gillon & Co.'s opposition.—Referring to the notice of appeal by the above opponents in this matter, dated August 14 last, I am instructed to inform you that the Board of Trade have deemed it expedient to refer this appeal to the court by virtue of the provisions of sub-section 4 of section 69 of the Patents, Designs, and Trade-Marks Acts, 1883 and 1888, and have, pursuant to rule 23 of the Trade-Marks Rules, 1890, directed the appellants to make application by motion, summons, or otherwise as they may be advised to the Chancery Division of the High Court of Justice to hear and determine the said appeal, and that notice of such application be served upon the Comptroller-General of Patents, Designs, and Trade-Marks, and upon Messrs. Robertson, Sanderson, & Co., of 11 and 12, Quality-street, Leith, North Britain, or upon Messrs. Michael Abrahams, Sons, & Co., their solicitors, and that, upon the hearing and determination of the said appeal, the appellants, the comptroller, and the said Messrs. Robertson, Sanderson, & Co. be respectively at liberty to adduce such

evidence as they respectively may be advised." Upon that, on the 1st of March, 1892, notice of motion was given by Messrs. Gillon & Co. to the comptroller that the court do hear and determine an appeal from the comptroller's decision, and for an order that Messrs. Robertson & Co.'s application for registration of their trade-mark be refused. That was the notice in the first instance. On the 21st of March a further notice of motion was given, asking that Messrs. John Gillon & Co. might have leave to amend their notice of opposition by adding thereto the following:—(a) "The applicants were not, nor were their predecessors in business, the original distillers or sellers of 'Mountain Dew' whisky; (b) the use of the words 'the original' as part of the said trade-mark No. 151,288 is calculated to deceive." It was this second application which his lordship now had to dispose of. It seemed to him that he was precluded from entertaining it, because by section 69, subsection 4, of the Act it was provided that, in the event of an appeal being referred to the court by the Board of Trade, "the court shall have jurisdiction to hear and determine the appeal, and may make such order as aforesaid." What was his lordship's jurisdiction? Simply to hear and determine the appeal. It appeared to his lordship that the registrar was right. No application was made to the registrar for leave to amend, and his lordship had no jurisdiction on this occasion to grant the relief asked for by the notice of motion; but the application seemed to be worthy of consideration; it must, therefore, be refused, but without prejudice to any application which might be made by Messrs. Gillon & Co. to the comptroller. Motion refused, with costs.—COUNSEL, *Graham Hastings, Q.C.*, and *J. Cutler*; *Sir R. E. Webster, A.G.*, and *Sebastian*. SOLICITORS, *Salaman*; *Michael Abrahams, Sons, & Co.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

### High Court—Queen's Bench Division.

#### REG. v. NEWTON (Metropolitan Police Magistrate); *Re* A PROSECUTION FOR KEEPING A DISORDERLY HOUSE—4th April.

PROSECUTION OF BROTHEL KEEPER—ALTERNATIVE PROCEDURE—APPLICATION TO ISSUE WARRANT—INFORMATION ON OATH—25 GEO. 2, c. 36, ss. 5, 6, 7—58 GEO. 3, c. 70, s. 7—48 & 49 VICT. c. 69, s. 13.

This was an application for a *mandamus* to Mr. Newton, the metropolitan police magistrate sitting at Marlborough-street, directing him to hear and determine an application made by two inhabitants and the overseers of the parish, at the instance of the Charing-cross Vigilance and Rescue Committee, for a warrant against three persons for keeping a disorderly house in Wardour-street. By the Criminal Law Amendment Act, 1885 (48 & 49 VICT. c. 69), s. 13, it is provided that any person who (1) keeps, manages, or assists in the management of a brothel, or, (2) being tenant, lessee, or occupier of premises, knowingly permits them to be used as a brothel, or, (3) being landlord, or lessor, or agent of landlord or lessor of premises, lets them with the knowledge that they are to be used as a brothel, &c., "shall, on summary conviction in manner provided by the Summary Jurisdiction Acts, be liable," &c., and the section goes on to enact that the provisions of sections 5, 6, and 7 of 25 Geo. 2, c. 36, as amended by section 7 of 58 Geo. 3, c. 70, "shall, with the necessary qualifications, be deemed to apply to prosecutions under this section, and the said enactments shall, for the purposes of this section, be construed as if the prosecution in such enactments mentioned included summary proceeding under this section as well as a prosecution on indictment." The statute of 25 Geo. 2, c. 36, provided, by section 5, that, upon notice by any two inhabitants paying scot and bearing lot in any place or parish, in writing, to any constable, of any person keeping a disorderly house therein, the constable should go with such inhabitants before a justice of the peace, and, upon oath by such inhabitants of their belief of the truth of the contents of such notice, and upon their entering into recognizances to give or produce evidence, &c., should enter into a recognizance to prosecute with effect such persons for such offence at the next quarter sessions or assizes. Provision was also made for the payment of the expenses of the prosecution by the overseers of the parish, who were also, upon a conviction, to pay the sum of £10 to each of the two inhabitants. Section 6 of the Act provided that, upon the constable entering into such recognizances, the justice should issue his warrant to bring the accused persons before him, and should bind them over to appear to answer to any such indictment found against them at the quarter sessions or assizes, and might take security for their good behaviour in the meantime. There was also a provision in section 7 for the imposition of a penalty upon any such constable who should neglect or refuse, &c., to go before such justice or be wilfully negligent in the carrying on of such prosecution. By 58 Geo. 3, c. 70, s. 7, it was, in effect, provided that the overseers of the parish should stand in the place of the police constable. The prosecution in the present case desired to proceed under the provisions of the Acts of Geo. 2 and Geo. 3, and also of the later Act, and accordingly, having required the attendance of the overseers of the parish, the two inhabitants, having signed the notice required by the Act of Geo. 2, and having made a declaration on oath as to their belief in the truth of its contents, and having required the attendance of the overseers of the parish, attended before Mr. Newton and applied for a warrant. Mr. Newton, however, being of opinion that, under section 13 of the Criminal Law Amendment Act, the parties should be proceeded against under the Summary Jurisdiction Acts, and that therefore the application for a warrant must be made upon information on oath, as provided by those Acts, and particularly by 11 & 12 VICT. c. 42, s. 8 (*Jervis' Act*), declined to issue his warrant, and a rule nisi for a *mandamus* was thereupon obtained. It was contended by counsel for the magistrate, in shewing cause, that the later Act required

the proceedings for such an offence to be taken under the Summary Jurisdiction Acts, and it was the more important that the magistrate should have the information upon oath in order to decide as to whether there was good cause for the issue of the warrant, because a sum of £10 was to be paid, under the Act of Geo. 2, to each of the inhabitants. The object of the prosecution here was to obtain the sums of £10 on the summary conviction of the parties in the same way as they would have obtained it under the old Acts, but in that case they were bound to proceed according to the provisions of the Summary Jurisdiction Acts—on information on oath. It was argued by counsel in support of the rule that the remedy by indictment was not done away with, the later Act providing that the Acts of Geo. 2 and Geo. 3 should be read as if they included summary proceedings. The magistrate might on these proceedings under those provisions have sent this case for trial, for which this procedure would have been sufficient; it must surely, therefore, be sufficient for the less serious course of summary proceeding. The notice verified on oath here was substantially an information on oath, and the statutes must be read together (*Kirwin v. Hines*, 54 L. T. 610, 34 W. R. Dig. 52). [They were stopped by the court.]

THE COURT (A. L. SMITH and LAWRENCE, JJ.) made the rule absolute. The view of the magistrate was that if the prosecutors elected to proceed under the Summary Jurisdiction Acts they were bound by all the procedure under those Acts, and that there should, therefore, have been an information on oath. That argument, founded upon the 13th section of the Criminal Law Amendment Act, might seem to be right until the last part of the section was considered. By that last part of the section it was provided that the Summary Jurisdiction Acts were to be read in with the earlier Acts; and those enactments were, for the purposes of the section, to be read as if the prosecution in such enactments mentioned included summary proceedings under the section as well as prosecutions on indictment. It was, therefore, clear that the old procedure applicable upon proceedings by indictment might be adopted if it were thought necessary. Rule absolute for a *mandamus*.—COUNSEL, *Avery*; *Sir E. Clarke, S.G.*, and *F. F. Daldy*. SOLICITORS, *Ayton, Safford, & Kent*; *Have & Co.*

[Reported by J. P. MELLON, Barrister-at-Law.]

#### LONDON COUNTY COUNCIL v. CROSS—12th April.

METROPOLIS LOCAL MANAGEMENT—BUILDING LINE—TIME OF COMPLAINT—DATE OF OFFENCE—ARCHITECT'S CERTIFICATE—25 & 26 VICT. c. 102, s. 75.

This was an appeal by way of special case from the decision of justices dismissing a summons charging the respondent, under section 75 of the Metropolis Local Management Act, 1862, with having erected a building beyond the general line of buildings in Burrard-road, Hampstead. The main question raised was whether the matter of complaint arose when the superintending architect gave his certificate as to what was the general line of building, and not before, or whether (as the respondent contended) the matter of complaint was the commencing to build, in which case the complaint was made too late (*Jervis' Act* (11 & 12 VICT. c. 43, s. 11); *Morant v. Taylor*, 24 W. R. 461, 1 Ex. D. 188). The respondent also contended that the decision of the architect as to whether a house was or was not situated in a particular road was not final, but that the situation of the house was a question for the magistrates. The foundations of the building complained of were dug in February, 1891, plans having been deposited by the respondent with the Hampstead Vestry. On the 27th of April the building was erected as high as the joists of the first floor. No objection was made to the building by the vestry or by the appellants until June, at which time the house was covered in and nearly finished. The certificate of the appellants' superintending architect was made on the 6th of August and decided that the house (which was a corner house) was situated in Burrard-road and was in advance of the general line of building in that road. On the 28th of October the summons under section 75 was issued on the complaint of the appellants. The magistrates dismissed the summons, on the ground that the appellants had not taken proceedings within six months from the time when the building was begun to be erected (which they found to be a date prior to the 27th of April), that being in their opinion the time when the matter of complaint arose; they also were of opinion that they were not bound by the architect's certificate as to the situation of the house, and they found as a fact that it was not situated in Burrard-road, but in the other road on which one side of it abutted.

THE COURT (DENMAN and A. L. SMITH, JJ.) allowed the appeal.

A. L. SMITH, J., in the course of a considered judgment, said:—There has been a remarkable difference of judicial opinion as to what constitutes the offence created by section 75 of the Metropolis Local Management Act, 1862, whether the offence is committed by a building owner building *de facto* beyond the general line of building, or whether the offence is his building beyond the general line of buildings as decided by the superintending architect. In 1864 the Court of Common Pleas, in the case of *St. George, Hanover-square v. Sparrow* (16 C. B. N. S. 209), held that the offence was building beyond the general line of building, irrespective of the architect's certificate. In 1867 the Court of Queen's Bench, in *Bauman v. The Vestry of St. Pancras* (15 W. R. 904, L. R. 2 Q. B. 528), disagreed with the Common Pleas, and held that the offence was building beyond the general line as decided by the architect. In 1868 the Court of Common Pleas, in *The Wandsworth Board v. Hall* (17 W. R. 256, L. R. 4 C. P. 85), held that the building owner had committed a breach of the statute though no certificate of the superintending architect had been given, and that the magistrates had jurisdiction to adjudicate. In 1871 the Court of Common Pleas, in *Simpson v. Smith* (19 W. R. 355, L. R. 6 C. P. 87), followed *St. George, Hanover-square v. Sparrow*. In this state of conflict of the authorities the case of *The Vestry of Puddington v. Snow* (45 L. T. 475) came up for determination before Lord Coleridge, C.J., and Maule, J.



That case, if it be still law, decides the present case in favour of the respondent. That court held, beyond a doubt, that the six months run from the date of the building and not from the date of the architect's certificate. The conflict of authority was at last set at rest by the case of *Spackman v. Plumstead Board of Works* in the House of Lords (33 W. R. 681, 10 App. Cas. 229). Having read the judgments in that case I am of opinion that the appellant's contention is correct, and that the House of Lords determined that the judgment of the Queen's Bench was the one to be followed, and that the judgments of the Common Pleas had been incorrect, and that there was no offence within section 75 of the Act of 1862 until the superintending architect had determined what was the general line of building. This also appears to be Lord Herschell's view of this judgment: see *Barlow v. Vestry of St. Mary Abbott's, Kensington* (34 W. R. 521, 11 App. Cas. 262). It was argued that if this be the law a man might be ordered to pull down his house which he had built twenty years ago in a green field by reason of a row of houses springing up in later years contiguous to him. In my judgment this is not so, for to give jurisdiction to the architect the building-owner must be erecting the building "in a street, place, or row of houses in which the same is situate," and the argument as to the green field and the building thereon twenty years before has no application. In my judgment this point must be decided for the appellants, on the ground that the case of *The Vestry of Paddington v. Snow* has been overruled, together with the Common Pleas cases, and that the six months did not begin to run till the architect had given his certificate, and consequently that the complaint was in time. His lordship then held, upon the authority of *Barlow v. The Vestry of St. Mary Abbott's, Kensington* (per Lords Herschell, Watson, and Fitzgerald), that the architect's certificate that the respondent's house was situated in Burrard-road was conclusive. On both points, therefore, his judgment was in favour of the appellants.

DENMAN, J., agreed that judgment must be for the appellants, but, as to the first point, upon different grounds. He said: I find nothing in the cases of *Spackman v. Plumstead Board* or *Barlow v. Vestry of St. Mary Abbott's* which appears to me to conflict with the decision of the Queen's Bench Division in *Vestry of Paddington v. Snow*. I do not think that either of those cases in the House of Lords has decided that the six months within which proceedings are to be taken run from the date of the architect's certificate. All that those cases appear to me to decide is, that the architect's certificate, when given, is the only and the conclusive evidence of the line of building, and that that is the case even though the building may have been completely finished before the architect's certificate was given. In *Spackman's* case the summons was issued on the 9th of March; the architect's certificate was given on the 7th of March—two days before the summons; but the building was not commenced before the 15th of January previous, so that no question arose as to the proceeding being in time. The whole effect of the decision seems to me to be that, where there is anything which can be considered a line of building, the builder builds at his peril if he does not obtain the consent of the authority, and he builds subject to a line of building being laid down which may have the effect of causing his building to be demolished. This is plain from Lord Selborne's language at p. 242. I can find nothing in Lord Selborne's judgment, or in that of Lord Watson, amounting to an opinion that if six months had elapsed from the complete erection of the building before any complaint to the magistrate was made, the case would not have fallen within the decision of *Morant v. Taylor*, or to the effect that *Vestry of Paddington v. Snow* was not rightly decided. In that case the building in question had been completed more than six months before the complaint was made, and it was held that in such a case the offence was committed more than six months before the complaint, though the architect's certificate was not given until within the six months, and that the complaint was therefore too late. There is nothing in the case of *Barlow v. Vestry of St. Mary Abbott's*, so far as I can discover, to shew that an order of demolition could be made upon a complaint founded upon the erection of a building which had been erected without a line of building as subsequently fixed by the architect where the whole work has been finished more than six months before the complaint. If that were the whole case here I should have thought that the magistrate's decision was right according to *Vestry of Paddington v. Snow*, which I consider to be good law and binding upon me. But it appears from the case that the complaint here was of the "erection" of the building, not of the "beginning to erect," and that the building was only completed as high as the joists of the first floor on the 27th of April, and that it was "nearly finished" in June. The complaint made on the 28th of October was for "erection," and I think it impossible to say that act was not done within the six months, and on this ground I am of opinion that the complaint was in time, and that the magistrates were wrong in dismissing the summons on the ground that the subject-matter of complaint arose more than six months before the proceedings were taken. If the proceedings had been taken upon a mere "beginning to erect," and not upon the "erection," I should be of a different opinion, upon the authority of *Vestry of Paddington v. Snow*. I think that the respondent was engaged in erecting the building as late, at all events, as June, 1891, and that in so doing he incurred the peril pointed out by Lord Selborne in *Spackman's* case. Upon the other point I entirely agree with the judgment of my brother Smith. Case remitted.—COUNSEL, *Finlay, Q.C.*, and *H. C. Byron; Channell, Q.C.*, and *Macmorran*. SOLICITORS, *W. A. Blackland; Last & Sons*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

ROBINSON v. WARD & SON—11th April.

PRACTICE—APPEARANCE—ACTION AGAINST FIRM—RIGHT OF PERSON CLAIMING TO BE A PARTNER TO APPEAR—R. S. C., XLVIII.

This was an appeal from an order of a master striking out the appear-

ance in this action entered by "Frank Carew, trading as Charles Ward & Son." In April, 1890, a business which had for some years been carried on under the style of C. Ward & Son was sold to a purchaser named O'Halloran. By an agreement under seal, dated the 1st of January, 1891, after recitals to the effect that the purchase of the business was effected with the money of Carew, and that O'Halloran was acting as agent for Carew in the purchase and in the conduct of the business, Carew agreed to sell the business and certain property to O'Halloran, the purchase-money to be paid by instalments, and in case of default in payment of the instalments O'Halloran to convey the business and property to Carew. In April, 1891, Carew commenced an action in the Chancery Division against O'Halloran, alleging default in payment of the instalments under the agreement of the 1st of January, and claiming a declaration that O'Halloran was a trustee for him of the business and property, and the appointment of a receiver. On the 24th of April Chitty, J., appointed a receiver and manager of the business. The action in the Chancery Division was still pending. On the 29th of February, 1892, Robinson issued his writ in the Queen's Bench Division against Ward & Son, claiming £250 as due to him from the firm. The writ was served by being left at the place where the business of Ward & Son was carried on, and on the 9th of March Frank Carew entered an appearance. On the 15th of March the master ordered this appearance to be struck out on the plaintiff's application, and Pollock, B., in chambers, on appeal referred the question to this court. On behalf of Carew it was contended that he ought to be allowed to appear as claiming to be the person trading as Ward & Son, and that if he were not allowed to appear, judgment might go against the firm, and might be enforced against assets which would be Carew's in the event of his succeeding in the chancery action, without his having had an opportunity of defending the action. On behalf of the plaintiff it was said that the rules gave Carew no *locus standi*, and that the receiver in the chancery action was the proper person to defend the interests of the firm and of anyone claiming an interest in the firm's property. The following rules of order 48a were referred to:—Rule 1: "Any two or more persons claiming or being liable as co-partners and carrying on business within the jurisdiction may sue or be sued in the name of the respective firms, if any, of which such persons were co-partners at the time of the accruing of the cause of action." Rule 11: "Any person carrying on business within the jurisdiction in a name or style other than his own name, may be sued in such name or style as if it were a firm name; and, so far as the nature of the case will permit, all rules relating to proceedings against firms shall apply." Rule 5: "Where persons are sued as partners in the name of their firm, they shall appear individually in their own names; but all subsequent proceedings shall nevertheless continue in the name of the firm."

DENMAN, J.—This is a case of some difficulty, for it is not at all easy to understand what was the intention of the rules which deal with actions against partners. But I think that the case really turns upon rules 1, 5, and 11 of order 48a. Rule 1, of course, only applies in terms to a partnership of two or more persons, but the effect of rule 11 is to make rule 1 applicable in a case where one person is carrying on business under a firm name; there is nothing in "the nature of the case" here to prevent that rule from applying. Now Carew would not be liable for this alleged debt due to the plaintiff by Ward & Son if he were not a partner in the firm at the date when the debt was incurred. I think that, looking at rule 11 together with rule 5, which provides that where the firm is sued the partners shall appear individually in their own names, the nature of the case permits and justice requires that Carew should be allowed to appear and to raise his defence that he was not a member of the firm at the time when the liability was incurred, and that the debt is not his at all. With the proceedings in the Chancery Division we have nothing to do, but I have no doubt that the receiver in those proceedings will take the proper course.

LAWRANCE, J., agreed. Order of master reversed.—COUNSEL, *H. Tindal Atkinson; Willes Chitty*. SOLICITORS, *Norris & Norris; F. C. Lingard*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

## LAW SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. Richard Pennington in the chair. The other directors present were Messrs. H. C. Beddoe (Hereford), Samuel Harris (Leicester), Grinham Keen, R. Pidecock (Woolwich), Sidney Smith, R. W. Tweedie, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £475 was distributed in grants of relief, five new members were admitted to the association, and other general business was transacted.

## LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.—April 12.—Mr. H. Foden Pattinson, chairman.—The subject for discussion was opened by Mr. Percy Marshall: "That the case of *Dyke v. Gosser* (1892, 1 Q. B., 229), was wrongly decided." Mr. Woodhouse opposed. The following gentlemen spoke: Messrs. Armstrong, Blott, Alder, Wilson, Watson, Walton, and Herbert Smith. Mr. Marshall replied. The motion was lost.

Mr. Justice Chitty is stated to have left London for Paris, and will spend the vacation on the Continent. It is also announced that Mr. Justice Butt has left town for Berlin.

## LEGAL NEWS.

## APPOINTMENTS.

Mr. THOMAS JOSEPH GILL, solicitor, of Manchester, has been appointed Clerk to the Commissioners of Taxes for the Division of Manchester, in the place of Mr. Richard Radford, who has resigned after holding the office since 1877, during which period Mr. Gill has acted as assistant clerk. Mr. Gill was admitted a solicitor in November, 1861.

Mr. ALFRED HARVEY RADFORD, solicitor, of Manchester, has been appointed Assistant Clerk to the Commissioners of Taxes for the Division of Manchester. Mr. Radford was admitted a solicitor in June, 1874.

Mr. CHARLES DENTON LEACH, jun., solicitor (of the firm of Charles Denton Leach & Son), of Bury St. Edmunds, Suffolk, has been appointed a Commissioner for Oaths.

## CHANGES IN PARTNERSHIP.

## DISSOLUTIONS.

FRANCIS ARTHUR LOWNDES and STANLEY GARNER, solicitors (Lowndes & Garner), Liverpool. March 31. [Gazette, April 8.]

WILLIAM EDWARD CARTWRIGHT and SPENCER TILL, solicitors (Harding, Cartwright, & Till), Newcastle-under-Lyme. Dec. 1, 1891. [Gazette, April 12.]

## INFORMATION WANTED.

To SOLICITORS.—Any person having any deeds or papers belonging to Miss Sarah Lilley, formerly of Peckham, and who died at West Kensington on the 15th of January, 1892, will oblige by communicating with Mr. E. Chalinder, solicitor, Hastings.

## GENERAL.

The *Home News* understands that the appointment of Legal Adviser to the Secretary of State for India will shortly become vacant owing to the retirement of Mr. Charles Pontifex at the end of his term. He will be succeeded by Mr. Justice Romer Wilson, of the Calcutta High Court. The appointment is worth £1,200 per annum, with a pension of £600 after ten years' service.

In the House of Commons on the 11th inst. Mr. Duncan asked the Attorney-General whether, in the event of Mr. Justice Romer being unfortunately prevented by the continuance of illness from resuming work in court immediately after the Easter vacation, any and what arrangements would be made for the transaction of business in his court. The Attorney-General said: I am not in a position to say what arrangements will be made if, unfortunately, Mr. Justice Romer should be unable to sit after the Easter vacation. The Lord Chancellor and the Lord Chief Justice will, if necessary, take the matter under their consideration. I hope, however, that the speedy recovery of the learned judge will prevent the necessity for any action being taken in the matter.

If the latest addition to protection societies succeeds to any extent, says the *Daily Telegraph*, the law courts will soon be full of interesting scenes. Among its objects are the protection of witnesses from insults by counsel, to amend the laws of libel and slander as regards counsel in court, and to raise a fund to indemnify "contumacious" witnesses from pecuniary loss, provided always that the questions they refuse to answer are those which reflect upon their honour and at the same time are irrelevant to the issues of the case. For the small subscription of half-a-crown a year any lady or gentleman who may defy judge and counsel will have the satisfaction of every comfort while "purging contempt" in the seclusion of a gaol, and of pecuniary reimbursement on coming out. It forms a kind of insurance for those who hope at one time or another to become witnesses.

It is stated that at a meeting of the Newbury Corporation on Tuesday considerable discussion arose in reference to the recorder of that borough, Mr. G. M. Dowdeswell, Q.C. A motion was proposed that his salary should be reduced as a protest against the severity of some of his sentences, one of which had been reduced by the Home Secretary from five years to three years. Some doubt was expressed as to whether the corporation had the power to reduce the salary, inasmuch as the recorder was appointed, and his salary fixed, by the Crown. Under these circumstances a resolution was submitted memorializing the Home Secretary to remove the recorder by reason of the general dissatisfaction expressed at the severity of his sentences upon persons convicted of petty offences. After some discussion this resolution was adopted, but several members of the council, who are justices of the peace for the borough, voted against it.

"A Practising Barrister" writes to the *Times* to expose "one of the latest forms of swindle devised by that ingenious individual, the promoter. That clever individual fastens upon a member of the legal profession (if he be a Q.C. and M.P. so much the better) and sends him a 'general retainer,' the fee upon which is, of course, duly paid. Our friend then proceeds to advertise his latest joint-stock fraud, with the name of the gentleman in question prominently given upon the prospectus as its 'standing counsel.' The general public are unaware that this simply means that £5 5s. and a clerk's fee has been left at the chambers of the individual named. The so-called 'standing counsel' is never afterwards troubled with any papers or briefs which enable him to judge of the character of the business undertaken by his new 'client' the company—an omission which entails no doubt the loss of the £5 5s. paid for the use of the name, but involves no other penalty."

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	AFFAIR COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Wednesday, April.....	Mr. Pemberton	Mr. Jackson	Mr. Leach
Thursday.....	Ward	Cloves	Godfrey
Friday.....	Pemberton	Jackson	Leach
Saturday.....	Ward	Cloves	Godfrey
	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.
Wednesday, April.....	Mr. Farmer	Mr. Carrington	Mr. Beal
Thursday.....	Rolt	Lavis	Pugh
Friday.....	Farmer	Carrington	Beal
Saturday.....	Rolt	Lavis	Pugh

## HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

## MASTERS IN CHAMBERS FOR EASTER SITTINGS, 1892.

A to F—Mondays, Wednesdays, and Fridays, Master Pollock; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Walton; Tuesdays, Thursdays, and Saturdays, Master Butler.

O to Z—Mondays, Wednesdays, and Fridays, Master Wilberforce; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

## EASTER SITTINGS, 1892.

A to F—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him in his own room, No. 110, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

G to N—All applications by summons or otherwise in actions assigned to Master Macdonnell are to be made returnable before him in his own room, No. 183, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O to Z—All applications by summons or otherwise in actions assigned to Master Archibald are to be made returnable before him in his own room, No. 109, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

The parties are to meet in the ante-room of master's chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

By ORDER OF THE MASTERS.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

BULL.—April 10, at 2, Hill-crest, Wandsworth, the wife of Henry J. H. Bull, solicitor, of a son.

MARTIN.—April 8, at 11, High-street, Gosport, Hants, the wife of H. J. Martin, solicitor, of a daughter.

THOMPSON.—April 9, at Myrtle Lodge, Teddington, the wife of Walter Thompson, solicitor, of a daughter.

WYATT.—April 7, at Findon, Sussex, the wife of Hugh R. P. Wyatt, barrister-at-law, of a son.

## DEATHS.

EASTLAKE.—Feb. 17, at Barcaldine, Queensland, William Eastlake, barrister, second son of the late William Eastlake, Deputy Judge Advocate of the Fleet, Plymouth, a. ed 37.

PAIN.—Feb. 29, at Brisbane, Queensland, Alfred Pain, barrister, of Lincoln's-inn, and at Brisbane.

SCOVELL.—April 7, at Nice, suddenly, Horace James Scovell, barrister-at-law, aged 46.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, April 8.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BILL POSTING AND ADVERTISING AGENCY, LIMITED—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to John Freese, Delamere st, Ashton under Lyne. Gartside & Robinson, Ashton under Lyne, solers for liquidator.

LOUIS S. COHEN, LIMITED—By an order made by Kekewich, J., dated April 1, it was ordered that the voluntary winding up be continued. Plunkett & Leader, 84 Paul's churchyard, solers for petners.

PLAYERS' PUBLISHING CO, LIMITED—Creditors are required, on or before April 22, to send their names and addresses, and the particulars of their debts or claims, to Alexander Alfred Yeatman, 2, Grosvenor bldg, Basinghall st. Bradley, Chancery lane, solers for liquidator.

STANHOPE LEBSTONE CO, LIMITED—Petn for winding up, presented April 5, directed to be heard on April 30. Hollams & Co, Mining lane, agents for Belk & Cochrane, Middlesborough, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 29.

STOKES BREWERY CO, LIMITED—By an order made by Chitty, J., dated March 29, it was ordered that the voluntary winding up of the company be continued. Peacock & Goddard, agents for Clifton, Nottingham.

WAKEFIELD ROLLING STOCK CO, LIMITED—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts and claims, to Crozier Hopkinson and Benjamin Watson, Old Corn Exchange, Wakefield. Stewart & Co, Wakefield, solers for liquidators.

UNLIMITED IN CHANCERY.

SELBY GAS CO—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Staniland, Brayton, near Selby. Haigh & Co, Selby, solers for liquidators.

London Gazette.—TUESDAY, April 12.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

C. DE MURRIETA & CO, LIMITED—By an order made by Chitty, J., dated April 2, it was



ordered that the voluntary winding up of the company be continued. Linklater & Co, Bond st, Walbrook, solicitors for petitioners.  
**GOLD ORES REDUCTION CO, LIMITED**—By an order made by Stirling, J., dated March 12, it was ordered that the voluntary winding up of the company be continued. Blair & Gilling, Wool Exchange, Basinghall st, solicitors.  
**HERDRE GOLD MINING CO, LIMITED**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur John Griffiths, 4, Dock chambers, Cardiff.  
**HIGHGATE AND HAMPTON CABLE TRAMWAYS, LIMITED**—Petition for winding up, presented April 7, directed to be heard before Kekewich, J., on April 30. Webb & Co, Strand, solicitors for petitioner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 29.  
**MIDLAND TRAMWAYS CO, LIMITED**—Petition for winding up, presented April 7, directed to be heard before Chitty, J., on April 30. Webb & Co, Strand, solicitors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 29.

**FRIENDLY SOCIETY DISSOLVED.**

UNITED COACH ARTISANS' BENEFIT SOCIETY, Red Lion, 19, Charles st, Long acre. April 7

**CREDITORS' NOTICES.**  
**UNDER 22 & 23 VICT. CAP. 35.**

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, MAR. 29.

ANGRAVE, DANIEL, Birmingham, Boot Maker Apr 16 Lane & Clutterbuck, Birmingham  
 BAYLIS, ELIZA, St Donat's rd, Lewisham High rd Apr 30 Worrell, Coleman st  
 BEAUMONT, HENRY, Inveresk, nr Launceston, Tasmania, Licensed Victualler May 7 Nisbet & Co, Lincoln's inn fields  
 BOWING, WILLIAM, Ollerton, Notts, Tailor Apr 30 G & C H Marshall, East Retford  
 BROWN, EMMA, Bournemouth Apr 30 Preston & Francis, Bournemouth  
 BROWN, WILLIAM HENRY, Redgrave villas, Putney, Musician May 1 Godfrey & Webb, West Smithfield  
 BULMAN, MARGARET, Oxford ter, Hyde Park Apr 30 Tarry & Sherlock, Serjeants' inn, Fleet st  
 BUSH, SARAH ANN, Alfred st, Bow Apr 14 Sedgwick & Sharman, Broadway, Stratford  
 BUSH, ELIZABETH, Welwyn, Herts May 9 Venning & Co, Old Broad st  
 BUTTNER, GEORGE JOHN, Sidmouth, Devon May 1 Harston, Bishopsgate st, Within  
 CHAPLIN, WILLIAM, Bird in Bush rd, Peckham, Licensed Victualler Apr 30 Charles, Peckham and Ingram court, Fenchurch st  
 CHATTEYTON, JOHN, Birch grove lodge and Cookhams, Sussex, Esq Apr 30 Hiffe & Co, Bedford row  
 CLARKE, SOMERS, Brighton May 1 Howlett & Clarke, Brighton  
 CLARK, ARTHUR GEORGE, High st, Clapham, Gent Apr 30 Burton, Blackfriars rd  
 COOKES, FRANCIS, Richmond, Surrey Apr 30 Crookes, Richmond  
 DAVIES, HANNAH MARIA, Small Heath, Aston juxta Birmingham May 10 Sanders & Co, Birmingham  
 DAVIS, JOHN, Brompton sq, Gent May 5 Monk & Adie, Clement's lane  
 DAY, CHARLES ARTHUR, Southampton, Esq May 31 Woolley, Gt Winchester st  
 DEAN, ELIZABETH, Epsom, Surrey May 25 Andrew & Co, Gt James st, Bedford row  
 DODD, JOSEPH, Penrith, Cumberland, Gent May 10 Arnison & Co, Penrith  
 EDWARDS, MARTHA, Darwin st, Birmingham Apr 30 Lane & Clutterbuck, Birmingham  
 ELLINGHAM, FRANCES, Birkdale, Lancs May 1 Buck & Co, Southport  
 FOULGER, GEORGE, Carlton vale, Kilburn, Builder May 5 Barnard & Taylor, Lincoln's inn fields  
 HARRISON, SAMUEL FORD, Fledwick, nr Wakefield, Solicitor July 1 Harrison & Co, Wakefield  
 HART, LUCY ANN, Bathbone pl, Oxford st, Shirt Manufacturer Apr 30 Blair & W B Girling, Wool Exchange  
 HAZLEBINE, SAMUEL RAINBOW, Gracechurch st, Wholesale Grocer May 31 Woolley, Gt Winchester st  
 HERRIGT, JANE, Edward st, Brighton May 1 Howlett & Clarke, Brighton  
 HOYLE, WILLIAM JAMES LOVE, Axminster, Devon, retired Baker May 1 Hellier, Honiton  
 HUTTON, FRANCIS PIERPOINT BURTON NORMAN, Leics, Clerk in Holy Orders Apr 30 Berridge, Leicester  
 JOHNSON, EDMUND, Farnhill st, Holborn, Trade Mark Agent June 10 Gorton, Bedford row  
 KETCHEN, WILLIAM, Middlesbrough, Doctor of Medicine May 9 Robson, Middlesbrough  
 LINDSAY, HELEN ELIZABETH, Duchess st, Portland pl May 1 Hartcup & Davis, Arundel st, Strand  
 LUDFORD, THOMAS, Birmingham, Commercial Traveller May 7 Sanders & Co, Birmingham  
 MACKENZIE, CATHERINE, Barbours, Worcs Apr 29 Draper, Worcester  
 MARSHALL, HARRIET, Ossory rd, Old Kent rd May 1 Crossman & Pritchard, Theobald's rd, Gray's inn  
 MORICE, WILLIAM JOHN, Manchester, Schoolmaster Apr 30 Chamberlain, Finsbury sq  
 MYERS, WILLIAM, Coldcotes, nr Leeds, Farmer Apr 30 Jones & Co, Leeds  
 PHILPOT, NELSON, Buckland, Dover, Carrier Apr 27 Mowll & Mowll, Dover  
 PORTLETHWAITE, MARY ANN DOBSON, Anfield, nr Liverpool May 16 Owen, Liverpool  
 RANKIN, MICHAEL HENRY, Dorchester, Solicitor May 2 Stansfeld, Halifax  
 ROBE, THOMAS, Chorlton on Medlock, Manchester Apr 26 Shippey & Jordan, Manchester  
 SANDFORD, SIR HERBERT BRUCE, K.C.M.G., St Leonard's on Sea, retired Lieut. Col. in Royal Artillery May 1 Ranger & Co, Fenchurch st  
 SEAL, ALFRED, Nornanton, out of business July 1 Smith, Wakefield  
 SMITH, ELLIOTT, Cambridge, Esq Apr 30 Eaden & Knowles, Cambridge  
 STACEY, CAROLINE, Onslow pl, South Kensington Apr 30 Kite, Taunton  
 STREE, RICHARD, Brighton, Gent May 1 Howlett & Clarke, Brighton  
 SWAYNE, HENRY JAMES FOWLE, Wilton, Wilts, Esq May 14 Robins & Co, Old Broad st  
 TARN, WILLIAM, Newington crossway, Esq Apr 21 Maples & Co, Frederick's pl, Old Jewry  
 TEBBURN, WALTER OUDNEY, late H.M.S. "Hyacinth," China, Lieutenant R.N. Apr 30 Spottiswoode, Craven st, Charing Cross  
 TOWLEY, JOHN, Southport, Gent May 1 Buck & Co, Southport  
 TUFFS, THOMAS, Eye, Suffolk, Postman Apr 30 Lawton & Co, Eye, Suffolk  
 TURNER, WILLIAM, Standish, Lancs, Shoemaker Apr 30 Price, Wigan  
 VICKERS, JAMES WILLIAM, Nicholas lane, Lombard st Apr 30 Snell & Co, George st, Mansion House  
 WADSWORTH, ELIZABETH, Hebden bridge, Yorks Apr 6 Shaw, Hebden bridge  
 WARD, SARAH, Hythe, Kent May 2 May, Golden square  
 WATTS, JOSEPH, Bend, Surrey, Engineer May 12 Smallpeice & Sons, Guildford  
 WILLIAMS, WILLIAM, Shaftesbury Apr 30 Copp, Essex st, Strand  
 WILLIS, JOHN SMITH, Dunmow, Essex, Bookbinder May 1 Wade & Co, Dunmow

WILLIS, WILLIAM PORTER, Dunmow, Essex, Stationer May 1 Wade & Co, Dunmow  
 YATES, SAMUEL, Bishopsgate st Without, Umbrella Manufacturer May 1 Storr, Gt Prescott st, Whitechapel

London Gazette.—FRIDAY, APRIL 1.

ABRAHAM, LEWIS, Cardiff, Grocer Apr 16 Belcher, Cardiff  
 AITKEN, ANDREW, Newcastle on Tyne, Machinist May 1 Ward, Newcastle on Tyne  
 ASFIELD, GEORGE, Bridlington Quay, Yorks, Confectioner May 1 Brigham, Bridlington Quay  
 BARNET, REV JOHN, Rattlesden Rectory, Suffolk, Clerk May 11 Wyane & Son, Lincoln's inn fields  
 BAYLY, SUSANNAH FRANCES, Cranbrook, Kent May 2 Philpott & Callaway, Cranbrook  
 BICKERDIKE, JOHN, Garstang, Lancs, Clerk in Holy Orders May 6 Banks & Co, Liverpool  
 BISHOP, JOHN EBENEZER, York gr, Queen's rd, Peckham, Gent May 9 Worrell, Coleman st  
 BLANCHARD, WILLIAM, New Hampton, retired Hotel Keeper May 14 Young & Sons, Mark lane  
 BLUTH, WILLIAM, Colchester, Gent May 14 White & Son, Colchester  
 BREMER, JACOB, Old Ford rd, Bow, Baker May 31 Tanner & Co, Circus pl, Finsbury circus  
 BROADBENT, SAMUEL COLLINGWOOD, Leeds, Painter Apr 30 Ford & Warren, Leeds  
 BROWN, ELEANOR JANE, Bournevale rd, Streatham May 7 Simons & Gooden, New inn, Strand  
 BURNELL, FREDERICK, Sharnoloes rd, Brockley, Gent May 2 Webbers & Duncan, Furbace, Fred, Liverpool May 1 Addyman & Kaye, Leeds  
 CARTER, WILLIAM, York, Tobaccoist May 2 Walker, York  
 CHANDLER, ISABELLA, Torquay June 30 Toner & Co, Teignmouth  
 CLIFTON, MARY, Stockport May 12 Sidebotham & Sidebotham, Stockport  
 DOE, CHARLES, Great Torrington, Devon May 10 Doe & Lawman, Great Torrington  
 DONKIN, SARAH, Farnham, Surrey May 2 Young & Co, Essex st, Strand  
 GOLDEN, SARAH, St Leonard's on Sea May 31 Twiden & Co, Russell sq  
 GRAY, JOSEPH, Gateshead on Tyne, retired Railway Agent May 1 Ward, Newcastle on Tyne  
 HAMILTON, SIR CHARLES JOHN JAMES, Bart, CB, Iping House, nr Midhurst, Sussex May 16 Campbell & Co, Warwick st, Regent st  
 HANCOCK, EDMUND, Newcastle under Lyme, Coal Merchant May 10 T & E Slaney, Newcastle, Staffs; Mayer, Burslem  
 HARRIS, JOHN, Bourton on the Hill, Glos, Market Gardener Apr 25 Barks, Moreton in Marsh  
 HARTLEY, EMMA CLEMENTINA, Brighton May 10 Watney & Co, Lombard court  
 HAWKINS, JOHN, Delves Green Farm, nr Walsall, Farmer Apr 30 Bill, Walsall  
 HEARN, ANNIE, Folkestone May 13 Wightwick & Gardner, Folkestone  
 HEATH, GEORGE YEMAN, Cocker Hall, nr Durham, Surgeon May 16 Crowley, Arundel st, Strand  
 HOLLIS, DAVID, Stoke upon Trent, Tileworks Manager Apr 30 Kearney & Co, Stoke upon Trent  
 HOLMAN, MARGARETTA, Plympton St Mary, Devon Apr 30 Bond & Co, Plymouth  
 HUGHES, WILLIAM EDWIN, Manchester rd, Millwall, Licensed Victualler May 14 Young & Co, St Mildred's ct, Fowley  
 HUNTLEY, SAMUEL, Tunbridge Wells, Innkeeper May 2 Cripps & Son, Tunbridge Wells  
 HUNTRESS, WILLIAM, Rossett, co Denbigh May 23 Harrison, Liverpool  
 JACKSON, JOHN, Manchester, Solicitor May 3 Radford & Co, Manchester  
 KEIR, WILLIAM, Whitehaven, Collector Apr 21 Brockbank & Co, Whitehaven  
 KRYSTON, MARTHA, Clay County, Kansas, U.S.A June 24 Stokes, Tenby  
 LATHAM, ROBERT, Selby, Yorks, Gent Apr 25 Bantoft, Selby  
 LYSAGHT, THOMAS HENRY, Bath, Captain in R.N. May 9 Timmins, Bath  
 MACDONALD, JANE, Bourne, Lincs May 2 Rolitt & Sons, Mark lane  
 MALDEN, ANN, Asheldham, Essex May 19 Clapham & Fitch, Devonshire sq, Bishopsgate  
 MALDEN, MARY MAGDALEN, Asheldham, Essex May 19 Clapham & Fitch, Devonshire sq, Bishopsgate  
 MARTIN, ROBERT, Gt Torrington, Devon, Gent May 10 Doe & Lawman, Gt Torrington  
 MATTHEY, SIDNEY, Newton St Lo, Somerset, Farmer May 9 Timmins, Bath  
 MCCARTHY, SARAH, Grosvenor, Bath May 14 Sladen & Wing, Delahay st, Westminster  
 MCDERMID, ROBERT, Queen's rd, Dalston, Licensed Victualler May 10 Everett, Chandosy lane  
 MORFORD, GEORGE AUGUSTUS, Waterloo within Bury, Lancs, Stockbroker May 25 P. & J. Watson, Bury  
 OTWAY, CAROLINE LUTITIA, Mentone, France Apr 30 Campbell & Co, Warwick st, Regent st  
 OUTRAM, EDWARD, Hever, Kent, Grocer May 2 Cripps & Son, Tunbridge Wells  
 OVEREND, JOHN, Buccleugh ter, Upper Clapton Apr 25 John O Watson, Seymour rd, Church End, Finchley  
 PASSINGHAM, ELLEN, Leamington May 7 Holmes & Son, Bedford row  
 PIGEON, JOSHUA, Woodford rd, Forest Gate, Gent May 16 T & F P Baddley, Leadenhall st  
 PLUMMER, WILLIAM, Rowde, Wilts, Gent May 19 Mullings & Co, Cirencester  
 POOLE, CAROLINE, Wandsworth rd May 14 Grant, Kennington Cross; Ingeps, Red Lion square  
 RICHES, GEORGE, Lowestoft, Gent May 10 Fraser & Co, Wisbech, Cambs  
 ROOPE, WILLIAM, Merton rd, Wandsworth, Esq Apr 30 Stephens & Son, Chatham  
 SEDGWICK, AMELIA ALICIA, Richmond, Surrey May 16 Surr & Co, Abchurch lane  
 SLADEN, HERBERT, Thannington, Canterbury May 31 Kingsford & Co, Canterbury  
 SMITH, JOHN, Hereford gelds, Col Hon East India Co May 14 Collyer Bristow & Co, Bedford row  
 SMITH, BENEDICTA, Devonshire rd, Greenwich May 30 Howard & Shelton, Tower chambers, Moorgate, and Greenwich  
 ST JOHN, EDWARD, Fitchampstead, Berks June 1 Meredith & Co, New sq, Lincoln's inn  
 TREMBLETT, ANNE HODSON, Plymouth May 31 Elworthy & Co, Plymouth  
 TUNNAY, GEORGE, Newcastle on Tyne, retired Superintendent of Police May 1 Ward, Newcastle on Tyne  
 TURNELL, ROBERT HARRISON, Souththorpe, Lincoln, Gent May 1 Ward, Newcastle on Tyne  
 WHICHELLO, RICHARD, Newcastle upon Tyne, Gent May 10 Douglas, Newcastle upon Tyne  
 WHITE, REVEREND WILLIAM HENRY HARE, Earl of Bantrey May 1 Williams & James, Norfolk House  
 WICKS, HANNAH, Lavender rd, Battersea May 12 Crowley, Arundel st, Strand  
 WILLIAMS, JAMES, Madorbri, Pwlls, Farmer June 21 Stokes, Tenby  
 WILSON, JAMES, New York and Lothbury May 13 Bell & Co, Lincoln's inn fields  
 WOODWARD, WILLIAM, Llandudno, Gent Apr 12 Chamberlain & Johnson, Llandudno

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 8.

## RECEIVING ORDERS.

ARIS, THOMAS, Towcester, Northamptonshire, Auctioneer Northampton Pet Mar 19 Ord Apr 5  
 BAKER, HENRY JOHN, Bartholomew close, Tea Dealer High Court Pet Mar 21 Ord Apr 4  
 BAKER, SEPTIMUS, Radpole, Dorset, Carpenter Dorchester Pet Apr 6 Ord Apr 6  
 BARLOW, FRANK, Oldham, Gentleman's Outfitter Oldham Pet Apr 6 Ord Apr 6  
 BATTEN, WILLIAM ELIZABETH, Reading, Tobaccoist Reading Pet Apr 2 Ord Apr 2  
 BENHAM, KENTON, Charing Cross, Bank Manager High Court Pet Mar 8 Ord Apr 4  
 BLOWERS, EDWARD, Gt Oakley, Essex, Gardener Colchester Pet Apr 6 Ord Apr 6  
 BONNETT, MARY ANN, Hornchurch, Essex, Grocer Chelmsford Pet Apr 6 Ord Apr 6  
 BROWN, GEORGE HENRY, Leicester, Hatter Leicester Pet Apr 4 Ord Apr 4  
 CALLERIGHI & MACRI, Lime st, Import Merchants High Court Pet Mar 11 Ord Apr 5  
 CAVALIERO, FRANCIS, Swallow st, Piccadilly, Financial Agent High Court Pet Feb 26 Ord Apr 4  
 CLAY, FRANCIS, Burch Castle, Suffolk, Cement Merchant Gt Yarmouth Pet Apr 6 Ord Apr 6  
 COX, WILLIAM CHURCHWARD, High st, Notting hill gate, Job master High Court Pet Mar 18 Ord Apr 4  
 COHEN, JOSEPH WOOLF, and SIMON MOSS, Raven row, Spitalfields, Cap Manufacturers High Court Pet Mar 17 Ord Apr 5  
 COLEMAN, JOHN, Hubert grove, Stockwell, Builder High Court Pet Feb 25 Ord Apr 4  
 COOK, CAROLINE, Oxford st, Manufacturing Furrier High Court Pet Apr 4 Ord Apr 4  
 CROSSLEY, JOSEPH, Hummel, Leeds, Manure Merchant Leeds Pet Apr 4 Ord Apr 4  
 CULPIN, CHARLES, Stevingage, Herts, Boot Dealer Luton Pet Mar 22 Ord Apr 4  
 DAVIS, I. & Co, Bristol, Company Promoters Bristol Pet Mar 17 Ord Apr 4  
 DAWSON, JOHN, Horwich, Joiner Bolton Pet Mar 31 Ord Mar 31  
 DOMINY, JAMES HENRY, Tisbury, Wilts, Baker Salisbury Pet Apr 5 Ord Apr 5  
 DOWSE, JOHN, Liverpool, Hay Salesman Liverpool Pet Mar 23 Ord Apr 6  
 EVANS, DAVID, Rhymney, Mon, Builder Tredegar Pet Apr 2 Ord Apr 2  
 FISHER, SAMUEL, Wolverhampton, Grocer Wolverhampton Pet Mar 22 Ord Apr 5  
 FRENCH, SAMUEL, Princes rd, Notting hill, Florist High Court Pet Apr 5 Ord Apr 5  
 FULLER, JAMES WILLIAM, Wimbledon, Surrey, Slatting Contractor Kingston Pet Apr 6 Ord Apr 6  
 GARDNER, HENRY, Kingswinford, Staffs, Grocer Stourbridge Pet Apr 2 Ord Apr 2  
 GEARY, THOMAS, Oldham, Coal Dealer Oldham Pet Apr 1 Ord Apr 4  
 GILMOUR, JOHN, and WILLIAM ANDREW GILMOUR, Liverpool, Shipbrokers Liverpool Pet Mar 23 Ord Apr 6  
 GREEN, SAMUEL, Warrington, General Furnishers Warrington Pet Apr 4 Ord Apr 4  
 HARRIS, GEORGE, late of Tidenham, Glos, Builder Newport, Mon Pet Mar 18 Ord Apr 4  
 HINDLE, GEORGE, Clayton, nr Manchester, formerly Provision Dealer, Manchester Pet Apr 5 Ord Apr 5  
 JENKIN, EDWIN, Madron, Cornwall, Blacksmith Truro Pet Apr 5 Ord Apr 5  
 JONES, GRIFFITH, Morfa Nevin, Carnarvonshire, Victualler Portmadoc and Blaenau Festiniog Pet Apr 6 Ord Apr 6  
 KELLY, HENRY J., late Holborn viaduct, Commission Agent High Court Pet Mar 19 Ord Apr 4  
 LANE, FREDERICK, Rippingsdale, Lincs, Farmer Peterborough Pet Apr 5 Ord Apr 5  
 LAXON, WILLIAM, Foleshill, Coventry, Managing Director of W Laxon & Co, Ltd Coventry Pet Apr 6 Ord Apr 6  
 LAYLAND, ALFRED WILLIAM, Liverpool, Gent Liverpool Pet Mar 10 Ord Apr 5  
 LIBERTY, JAMES, Sneinton, Nottingham, Fishmonger Nottingham Pet Apr 4 Ord Apr 4  
 LIGHTBURN, GEORGE, Nantwich, Innkeeper Nantwich Pet Apr 6 Ord Apr 6  
 MANCHESTER, ISIDORE, Cardiff, Waterproof Garment Maker Cardiff Pet Apr 5 Ord Apr 5  
 MATTHEW, JAMES, Bradford, Manchester, Saddler Manchester Pet Apr 5 Ord Apr 5  
 MILSON, FREDERICK WILLIAM, Sheffield, Saddler Sheffield Pet Apr 6 Ord Apr 6  
 MORRIS, EDWIN WALTER, and WILLIAM GEORGE MORRIS, Portsmouth, Carriers Portsmouth Pet Apr 5 Ord Apr 5  
 MORRIS, WILLIAM PICKERING, Chew Stoke, Somerset, Beer Retailer Bristol Pet Apr 6 Ord Apr 6  
 NEEDHAM, WILLIAM, Loughborough, Joiner Leicester Pet Apr 5 Ord Apr 5  
 NEWBOLD, BOOKE, Shortheath, nr Wolverhampton, Farmer Wolverhampton Pet Apr 4 Ord Apr 4  
 OLD, SIDNEY FREDERICK CHARLES, Newcastle-on-Tyne, formerly Secretary of a Limited Company Newcastle-on-Tyne Pet Apr 5 Ord Apr 5  
 ROBINSON, THOMAS, Folkestone, Messenger Canterbury Pet Apr 5 Ord Apr 5  
 SMITH, GEORGE, Ryton, Salop, Wheelwright Madeley Pet Apr 6 Ord Apr 6  
 SMITH, ISAAC, Aspull, Lancs, Innkeeper Wigan Pet Apr 4 Ord Apr 4  
 SWEETING, ALBERT, Aldermanbury avenue, Merchant High Court Pet Apr 4 Ord Apr 4

WEBER, FREDERIC HERMAN, and SAMUEL CHARLES PHILLIPS, Gt George st, Westminster, Estate Agents High Court Pet Apr 4 Ord Apr 4  
 WEISE, HERBERT JOHN, and HENRY JOHN MITCHELL, late Bovis Marks, late Wholesale Fancy Stationers High Court Pet Apr 5 Ord Apr 5  
 WILCOX, WILLIAM, Colwall, Herefordshire, Builder Worcester Pet Apr 4 Ord Apr 4  
 WITHERS, EDWARD RICHARD, Burbage, Wilts, Grocer Swindon Pet Apr 6 Ord Apr 6  
 WOLSTENHOLME, ALBERT, Longsight, nr Manchester, Agent Manchester Pet Apr 4 Ord Apr 4  
 YORKE, THOMAS SIMPSON, Northampton, Beer Retailer Northampton Pet Apr 4 Ord Apr 4

## FIRST MEETINGS.

ADAMS, HENRY, Upper Pennar, Pembroke Dock, Grocer April 20 at 12 Temperance Hall, Pembroke Dock  
 BOSONWORTH, JOHN, Leeds, Picture Dealer April 25 at 12 Off Rec, 22, Park row, Leeds  
 BROWN, GEORGE HENRY, Leicester, Hatter April 21 at 3 Off Rec, 34, Friar lane, Leicester  
 BROWN, HENRY HUGHES, Leek, Staffs, Ironmonger April 25 at 12 15 Off Rec, 23, King Edward st, Macclesfield  
 BROWN, WILLIAM, Newport, Mon, Printer April 30 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon  
 COE, WILLIAM CHURCHWARD, High st, Notting Hill Gate, Jobmaster April 22 at 12 Bankruptcy bldgs, Carey st  
 COOK, CAROLINE, Oxford st, Manufacturing Furrier April 22 at 11 Bankruptcy bldgs, Carey st  
 COFFARD, GEORGE, Billingsgate Market, Fish Salesman April 22 at 2 30 Bankruptcy bldgs, Carey st  
 DAVIS, HERBERT, and WILLIAM ALLEN HARRISON, Birmingham, Drysalter April 22 at 2 30 25, Colmore row, Birmingham  
 DAVIS, HERBERT (sep estate), Balsall Heath, Worcs, Drysalter April 22 at 2 30 25, Colmore row, Birmingham  
 DAWSON, JOHN, Horwich, Joiner April 30 at 10 45 16, Wood st, Bolton  
 DOMINY, JAMES HENRY, Tisbury, Wilts, Baker April 21 at 12 30 Off Rec, Salisbury  
 DOWSE, GEORGE, Brighton, Baker April 20 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 EVANS, MARY, Birmingham, General Dealer April 22 at 3 30 25, Colmore row, Birmingham  
 HARRIS, GEORGE, Tidenham, Glos, Builder April 20 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon  
 HARRISON, WILLIAM ALLEN (sep estate), Locella, Birmingham, Drysalter April 22 at 2 30 25, Colmore row, Birmingham  
 HOPKINSON, WILLIAM, Upper Wortley, Leeds, Coal Merchant April 25 at 11 Off Rec, 22, Park row, Leeds  
 HORE, EDWIN CHARLES, Cardiff, Glam, Boot Dealer April 21 at 12 Off Rec, 29, Queen st, Cardiff  
 KELLY, HENRY J., late Holborn viaduct, Commission Agent April 25 at 12 Bankruptcy bldgs, Carey st  
 LAIDROOKER, JAMES, Little Hautbois, Norfolk, Farm Bailiff April 16 at 12 Off Rec, 8, King st, Norwich  
 LOUGHER, RICHARD, Cardiff, Surgeon April 22 at 12 Off Rec, 29, Queen st, Cardiff  
 MYERS, FREDERICK, Liverpool, Estate Agent April 28 at 3 Off Rec, 35, Victoria st, Liverpool  
 NEARING, MICHAEL, East st, Walworth, Licensed Victualler April 25 at 11 Bankruptcy bldgs, Carey st  
 NEVISON, HENRY, Bishop Auckland, Tailor April 20 at 4 30 Three Tunnels, Newcastle-on-Tyne  
 PALMER, EDWIN PALMER, Piccadilly, Advertising Contractor April 21 at 11 Bankruptcy bldgs, Carey st  
 PALMER, WILLIAM, Wardrobe chmbrs, Doctors Commons, Gent April 25 at 2 30 Bankruptcy bldgs, Carey st  
 PARKINSON, GEORGE, Crigglestone, Yorks, Agricultural Engineer April 15 at 11 Off Rec, Bond ter, Wakefield  
 PARSONS, JAMES R., Philip rd, Peckham Rye, Gent April 21 at 12 Bankruptcy bldgs, Carey st  
 PAYNAT, ABRAHAM, Chesham, Manchester, Jewellers' Traveller April 21 at 3 Ogden's chmbrs, Bridge st, Manchester  
 PERFECT, HENRY, North Walsham, Norfolk, Wine Merchant April 19 at 2 Off Rec, 8, King st, Norwich  
 ROBINSON, JOSEPH, West Bromwich, late Beer Retailer April 21 at 10 45 County Court, West Bromwich  
 SHARP, THOMAS ROBERT, Southwick, Staffs, Draughtsman April 21 at 10 30 County Court, West Bromwich  
 SIMPKIN, A., Leicester, Tobaccoist April 21 at 12 30 Off Rec, 34, Friar lane, Leicester  
 SMITH, ISAAC, Aspull, Lancs, Innkeeper April 16 at 10 30 16, Wood st, Bolton  
 STEPHENS, JONATHAN, Devonport, Chemist April 21 at 3 10, Atherton ter, Plymouth  
 SWANN, NATHANIEL, Gt Yarmouth, Fish Merchant April 16 at 11 30 Off Rec, 8, King st, Norwich  
 WATKINS, RICHARD ROOSE, 84 Helms, Oil Agent April 22 at 3 Off Rec, 35, Victoria st, Liverpool  
 WILKINSON, SAMUEL, Old Rawcliffe, Lancs, Grocer May 6 at 3 Off Rec, 14, Chapel st, Preston  
 WILSON, GEORGE, Gt Yarmouth, Cab Proprietor April 16 at 11 Off Rec, 8, King st, Norwich  
 WITHERS, JAMES WILLIAM, Esberr, Surrey, Fishmonger April 21 at 11 30 24, Railway apt, London Bridge  
 WOOD, EDWARD, Macclesfield, Joiner April 25 at 11 Off Rec, 23, King Edward st, Macclesfield  
 WOOD, STUART, Stoke upon Trent, late Manufacturer of Tiles May 2 at 3 North Stafford Hotel, Stoke upon Trent

## ADJUDICATIONS.

ARRIS, THOMAS, Towcester, Northamptonshire, Auctioneer Northampton Pet Mar 19 Ord Apr 5  
 BATTEN, WILLIAM ELIZABETH, Reading, Tobaccoist Reading Pet Apr 2 Ord Apr 2  
 BLOWERS, EDWARD, Gt Oakley, Essex, Gardener Colchester Pet Apr 5 Ord Apr 5  
 CHAMBERLAIN, GEORGE, Sunbury on Thames, Dairyman Kingston Pet Feb 15 Ord Feb 15  
 CLAY, FRANCIS, Burch Castle, Suffolk, Cement Merchant Gt Yarmouth Pet Apr 6 Ord Apr 6  
 CROSSLEY, JOSEPH, Hummel, Leeds, Manure Merchant Leeds Pet Apr 4 Ord Apr 4  
 DINKELAPPEL, WILLIAM, Queen Victoria st, Assurance Agent High Court Pet Jan 26 Ord Apr 4

DOMINY, JAMES HENRY, Tisbury, Wilts, Baker Salisbury Pet Mar 31 Ord Apr 5  
 DOUGHTY, WILLIAM HALL, Gloucester Hotel Keeper Gloucester Pet Mar 14 Ord Apr 6  
 EVANS, DAVID, Rhymney, Mon, Builder Tredegar Pet Apr 1 Ord Apr 2  
 FRENCH, SAMUEL, Princes rd, Notting hill, Florist High Court Pet Apr 5 Ord Apr 5  
 FULLER, JAMES WILLIAM, Wimbledon, Surrey, Slatting Contractor Kingston Pet Apr 5 Ord Apr 6  
 GARDNER, HENRY, Kingswinford, Staffs, Grocer Stourbridge Pet Apr 2 Ord Apr 2  
 GEARY, THOMAS, Oldham, Coal Dealer Oldham Pet Apr 1 Ord Apr 4  
 GREEN, SAMUEL, Warrington, General Furnisher Warrington Pet Apr 4 Ord Apr 4  
 HARDEN, CHARLES, Haverstock hill, Hampstead, Draper High Court Pet Mar 18 Ord Apr 4  
 HARRIS, GEORGE, late of Tidenham, Glos, Builder Newport, Mon Pet Mar 18 Ord Apr 6  
 HART, ERNEST JOSEPH, Unionist Club, Pall Mall, Club Proprietor High Court Pet Feb 29 Ord Apr 6  
 HAUGHTON, AARON, Godley, Cheshire, Builder Ashton under Lyne and Stalybridge Pet Mar 11 Ord Apr 6  
 HAYWOOD, ALFRED, Lombard st, Financial Agent High Court Pet Dec 15 Ord Apr 6  
 HENDRIKS, ALFRED, Stockwell pk crsnt, Stockwell, late Secretary to a Public Co High Court Pet Oct 19 Ord Apr 4  
 HOUGHTON, WILLIAM HENRY, and JOSEPH CHADWICK, Perry Barr, Staffs, Brewers Birmingham Pet Feb 20 Ord Apr 4  
 HORE, EDWIN CHARLES, Cardiff, Boot Dealer Cardiff Pet Mar 30 Ord Apr 2  
 HYDE, EDWARD FORESTER, Royal Courts chmbrs, Fleet st, Advertising Agent High Court Pet Feb 25 Ord Apr 6  
 JENKIN, EDWIN, Madron, Cornwall, Blacksmith Truro Pet Apr 5 Ord Apr 5  
 JONES, GRIFFITH, Morfa Nevin, Carnarvonshire, Victualler Portmadoc and Blaenau Festiniog Pet Apr 2 Ord Apr 6  
 LAXON, WILLIAM, Foleshill, Coventry, Managing Director of W Laxon & Co, Ltd Coventry Pet Apr 6 Ord Apr 6  
 LIBERTY, JAMES, Nottingham, Fishmonger Nottingham Pet Apr 4 Ord Apr 4  
 LIGHTBURN, GEORGE, Nantwich, Innkeeper Nantwich and Crowe Pet Apr 6 Ord Apr 6  
 MANCHESTER, ISIDORE, Cardiff, Waterproof Garment Maker Cardiff Pet Apr 5 Ord Apr 5  
 MATTHEW, JAMES, Bradford, Manchester, Saddler Manchester Pet Apr 5 Ord Apr 5  
 MILSON, FREDERICK WILLIAM, Sheffield, Saddler Sheffield Pet Apr 6 Ord Apr 6  
 MORRIS, WILLIAM PICKERING, Chew Stoke, Somerset, Beer Retailer Bristol Pet Apr 6 Ord Apr 6  
 NEVISON, HENRY, Bishop Auckland, Tailor Durham Pet March 30 Ord Apr 5  
 OLD, SIDNEY FREDERICK CHARLES, Newcastle on Tyne, formerly Secretary of a Limited Company Newcastle on Tyne Pet Apr 5 Ord Apr 5  
 PAGE, SAMUEL, Cardiff Cardiff Pet March 11 Ord Apr 2  
 PLOMBER, HARRY, Weymouth, Provision Merchant Dorchester Pet March 17 Ord Apr 4  
 PRICE, JOHN COLLEGE, Rugby, Licensed Victualler Coventry Pet March 18 Ord Apr 5  
 ROBINSON, THOMAS, Folkestone, Messenger Canterbury Pet Apr 4 Ord Apr 5  
 RUSSELL, THOMAS, Napton on the Hill, Warwickshire, Miller Warwick Pet March 29 Ord Apr 5  
 SCOTT, ROBERT, Connaught rd, Harleaden, of no occupation High Court Pet Dec 10, 1891 Ord Apr 5  
 SENIOR, PERCY HAIGH, Kirkstall, Yorks, Market Gardener Crofton Pet Feb 24 Ord Apr 2  
 SMITH, GEORGE, Ryton, Salop, Wheelwright Madeley Pet Apr 6 Ord Apr 6  
 SMITH, ISAAC, Aspull, Lancs, Innkeeper Wigan Pet Apr 4 Ord Apr 4  
 SMITH, JAMES, Bon Marche, Brixton, General Dealer High Court Pet Feb 22 Ord Apr 6  
 SOTHERAN, THOMAS BAXTER, Leeds, Innkeeper Leeds Pet March 23 Ord Apr 5  
 STEPHENS, HUGH WILLIAM, Peterborough, Clothier's Assistant Peterborough Pet Apr 5 Ord Apr 5  
 TONG, STEPHEN, Beckenham, Kent, Baker Crofton Pet March 29 Ord Apr 6  
 WEISE, FREDERIC, Bovis Marks, Wholesale Stationer High Court Pet Jan 21 Ord Apr 5  
 WHEELER, GEORGE, and HARRY BUNCE, Chesham, Bucks, Shoe Manufacturers Aylesbury Pet March 4 Ord Apr 4  
 WILCOX, WILLIAM, Colwall, Herefordshire, Builder Worcester Pet Apr 4 Ord Apr 4  
 WILKINSON, CHARLES HERBERT, Salters' Hall ct, Contractor High Court Pet Aug 14 Ord Apr 6  
 WILKINSON, SAMUEL, Old Rawcliffe, Lancs, Grocer Preston Pet March 17 Ord March 30  
 WITHERS, EDWARD RICHARD, Burbage, Wilts, Grocer Swindon Pet Apr 5 Ord Apr 6  
 WOLSTENHOLME, ALBERT, Longsight, nr Manchester, Agent Manchester Pet Apr 4 Ord Apr 4  
 WYLES, JOSEPH, Bourn, Lancs, late Common Brewer Peterborough Pet March 29 Ord Apr 4  
 YORKE, THOMAS SIMPSON, Northampton, Beer Retailer Northampton Pet Apr 4 Ord Apr 5

London Gazette.—TUESDAY, April 12.

## RECEIVING ORDERS.

ANDERSON, WILLIAM, Newcastle on Tyne, General Cartman Newcastle on Tyne Pet Apr 8 Ord Apr 8  
 ARTEL, HERMAN, George st, Portman sq, Ladies' Tailor High Court Pet Apr 7 Ord Apr 7  
 BALDERSON, WILLIAM, Ampleforth, Yorks, Grocer Northallerton Pet Apr 5 Ord Apr 8  
 BENNETT, RICHARD HANKE, Birmingham, Hardware Factor Birmingham Pet Apr 5 Ord Apr 5  
 BODALY, FREDERICK, Eydun, nr Ryfield, Northamptonshire, Dealer Northampton Pet Apr 9 Ord Apr 9



CUTILL, FREDERICK, Reading, Basket Maker Reading Pet April 8 Ord April 8  
 DAVIES, JOHN, Ton Pentre, Glam, Grocer Pontypridd Pet April 9 Ord April 9  
 DAWES, ROBERT CHARLES, Bingley, Yorks, Artist Bradford Pet April 8 Ord April 8  
 DEAKE, HENRY, Walsham le Willows, Suffolk, Plumber Bury St Edmunds Pet April 6 Ord April 7  
 EVERETT, ROBERT HORACE, Burgh Castle, Suffolk, Miller Great Yarmouth Pet April 9 Ord April 9  
 FORTH, JAMES FREDERICK, Nottingham, Lace Agent Nottingham Pet April 14 Ord April 8  
 GREEN, HARRY JAMES, Berkswell, Warwickshire, Farmer Coventry Pet April 8 Ord April 8  
 GREEN, JOSEPH HASLAM, Oxford, Conservancy Officer Oxford Pet April 9 Ord April 9  
 HARDISTY, WILLIAM FORBES RICHARD, Worksop, Notts, Stationer Sheffield Pet April 8 Ord April 8  
 HILL, FRED, The Union Club, Trafalgar sq, retired Colonel in H.M. Army High Court Pet April 17 Ord April 8  
 HOBSEY, HUBERT, Bourne Valley, Dorset, Horticultural Builder Poole Pet April 9 Ord April 9  
 KILLARD, THOMAS GEORGE, Brynhyfryd, Swansea, Ironmonger Swansea Pet April 8 Ord April 8  
 KIRBY, JOHN, Wheldrake, Yorks, Farmer York Pet April 9 Ord April 9  
 NEWTON, ROBERT, Staincliffe, nr Dewsbury, General Dealer Dewsbury Pet April 8 Ord April 8  
 NOKES, JOSEPH ARTHUR, Leicester, Confectioner Leicester Pet April 8 Ord April 8  
 OLIVER, ELIZA, Gorse rd, South Hackney, Decorative Artist Brighton Pet April 7 Ord April 7  
 PATER, A. E., Folkestone, Builder Canterbury Pet March 28 Ord April 8  
 PICKARD, GEORGE, Cardiff, Grocer Cardiff Pet April 7 Ord April 7  
 REYNOLDS, JOHN, Stockport, Cotton Doublor Stockport Pet April 9 Ord April 9  
 ROBINSON, JOHN THOMAS, Ilkley, Yorks, Cabinet Maker Leeds Pet April 8 Ord April 8  
 ROUSE, PETER, Newton le Willows, Lancs, Wheelwright Warrington Pet April 8 Ord April 8  
 SHORT, JOHN DAVEY, Torrington, Devon, Tailor Barnstaple Pet April 8 Ord April 8  
 SHORT, THOMAS, Wear Gifford, Devon, Farmer Barnstaple Pet April 8 Ord April 8  
 SMITH, FREDERICK WILLIAM, Birmingham, Clerk Birmingham Pet April 8 Ord April 9  
 STEWART, C. H., Leyland rd, Leytonstone High Court Pet March 18 Ord April 7  
 TANCOCK, WILLIAM, Tiverton, Devon, Grocer Exeter Pet April 8 Ord April 8  
 USHERWOOD, EDWIN, Goudhurst, Kent, Wheelwright Hastings Pet April 8 Ord April 8  
 WESTLEY, CHRISTOPHER GIBSON, Kettering, Northamptonshire, Saddler Northampton Pet March 26 Ord April 9  
 WHITTELL, ERNEST ALBERT, Milsbridge, nr Huddersfield, Designer Huddersfield Pet April 8 Ord April 8  
 WILLIAMS, JOHN, Treherbert, Glam, Tailor Pontypridd Pet April 6 Ord April 6  
 WORGOR, ARTHUR, Pretoria avenue, St. James st, Walthamstow, Grocer's Clerk High Court Pet April 8 Ord April 8

## FIRST MEETINGS.

ALMOND, ARTHUR, Edgware rd, Confectioner April 21 at 11 Bankruptcy bldgs, Carey st  
 ANKERS, HENRY, Newton by Tattenhall, Cheshire, Shoemaker April 20 at 12 Crypt chhrs, Chester  
 ARTEL, HERMANN, George st, Portman sq, Ladies' Tailor April 21 at 12 Bankruptcy bldgs, Carey st  
 BAILEY, CHARLES (deceased), late of Burnley, late Yarn Agent April 21 at 3.30 Off Rec, Ogden's chhrs, Bridge st, Manchester  
 BAKER, HENRY JOHN, Bartholomew close, Tea Dealer April 25 at 1 Bankruptcy bldgs, Carey st  
 BAKER, SEPTIMUS, Radpole, Dorset, Carpenter April 22 at 12.30 Crown Hotel, Weymouth  
 BERRY, JOHN, Brandon, Suffolk, Wine Merchant April 19 at 1 Off Rec, 8, King st, Norwich  
 BESHAM, KENTON, Charlton, Bank Manager April 25 at 2.30 Bankruptcy bldgs, Carey st  
 BETTANY, JESSE, Leeds, Journalist April 27 at 11 Off Rec, 22, Park row, Leeds  
 BIBBY, WILLIAM HERBERT, Manchester, Paper Merchant April 21 at 2.30 Ogden's chhrs, Bridge st, Manchester  
 BLOWERS, EDMUND, Gt Oakley, Essex, Gardener April 20 at 2 Townhall, Colchester  
 CALLEGRI, H. M., late of Merchants April 26 at 12 Bankruptcy bldgs, Carey st  
 CAUSIER, WILLIAM HENRY, Birmingham, Baker April 27 at 11 25, Colmore row, Birmingham  
 CAVALIERO, FRANCIS, Swallow st, Piccadilly, Financial Agent April 21 at 1 Bankruptcy bldgs, Carey st  
 CHENNELLS, WILLIAM JAMES, Passenheim, Northamptonshire, Grazier April 23 at 12.30 County Court bldgs, Northampton  
 COHEN, JOSEPH WOOLF, and SIMON MOSS, Raven row, Spitalfields, Cap Manufacturers April 25 at 11 Bankruptcy bldgs, Carey st  
 COLEMAN, JOHN, Hubert grove, Stockwell, Builder April 22 at 1 Bankruptcy bldgs, Carey st  
 CUMP, THOMAS, Folkestone, Grocer April 23 at 11 Bankruptcy bldgs, Carey st  
 CULPIN, CHARLES, Stevenage, Herts, Boot Dealer April 21 at 12.30 86, Temple chhrs, Temple avenue  
 DAWES, ROBERT CHARLES, Bingley, Yorks, Artist April 22 at 3 Off Rec, 31, Manor row, Bradford  
 DOUGHTY, WILLIAM HALL, Gloucester, Hotel Keeper April 21 at 11 Off Rec, 16, King st, Gloucester  
 FLETCHER, FRANK, late Finsbury pvtnt, Accountant April 21 at 2.30 Bankruptcy bldgs, Carey st  
 FOX, WILLIAM, Kingston-upon-Hull, Plumber April 30 at 11 Off Rec, Trinity House lane, Hull  
 GREEN, A. MACDONELL, Broadstairs, Kent April 23 at 12 Bkcy bldgs, Carey st, Lincoln's Inn  
 GREEN, SAMUEL, Warrington, General Furnisher April 22 at 11.30 Court house, Upper Bank st, Warrington  
 GREEN, WILLIAM, Birmingham, Butcher April 27 at 12 25, Colmore row, Birmingham

HALL, JOSEPH JAMES, and JOHN DAVIS, Bristol, Company Promoters April 27 at 12.30 Off Rec, Bank chhrs, Corn st, Bristol  
 HINDLE, GEORGE, Clayton, nr Manchester, formerly Provision Dealer April 21 at 3.15 Ogden's chhrs, Bridge st, Manchester  
 JENKIN, EDWIN, Madron, Cornwall, Blacksmith April 19 at 11.30 Off Rec, Boscawen st, Truro  
 JOHN, WILLIAM, Farnale, Glam, Grocer's Assistant April 20 at 12 Off Rec, Merthyr Tydfil  
 JONES, GRIFFITH, Morfa Nevin, Carnarvonshire, Victualler April 22 at 2.15 Prince of Wales Hotel, Carnarvon  
 KIRBY, JOHN, Wheldrake, Yorks, Farmer April 23 at 11 Off Rec, York  
 LANE, FREDERICK, Rippingale, Lincs, Farmer April 25 at 12 Bristol Arms Hotel, Sleaford  
 LAXON, WILLIAM, Foleshill, Coventry, Managing Director of W. Laxon & Co (Lim) April 22 at 2 Off Rec, 17, Hertford st, Coventry  
 LIBERTY, JAMES, Nottingham, Fishmonger April 21 at 12 Off Rec, St Peter's Church walk, Nottingham  
 MATHER, JAMES, Bradford, Manchester, Saddler April 21 at 3.45 Ogden's chhrs, Bridge st, Manchester  
 MORGAN, THOMAS, Merthyr Tydfil, Weigher April 20 at 3 Off Rec, Merthyr Tydfil  
 MOHRT, JOHN, Birmingham, Glass Merchant April 26 at 11 25, Colmore row, Birmingham  
 MORRIS, WILLIAM PICKERING, Chew Stoke, Somerset, Beer Retailer April 27 at 12 Off Rec, Bank chhrs, Corn st, Bristol  
 NEEDHAM, WILLIAM, Loughborough, Joiner April 22 at 12 Off Rec, 34, Friar lane, Leicester  
 NEWTON, HENRY, Southport, Provision Dealer April 28 at 2.30, Dir Beg, 35, Victoria st, Liverpool  
 NEWTON, ROBERT, Staincliffe, nr Dewsbury, General Dealer April 21 at 4 Off Rec, Bank chhrs, Batley  
 ROTH, FRANK, Kensington gdns sq, Musician April 21 at 2.30 Bankruptcy bldgs, Carey st  
 RUSSELL, THOMAS, Napton on the Hill, Warwickshire, Miller April 22 at 3 Off Rec, 17, Hertford st, Coventry  
 SMITH, GEORGE, Ryton, Salop, Wheelwright April 22 at 12 County Court Office, Madeley  
 SMITH, JOSEPH ROBERT, Oldham, Grocer April 20 at 3.30 Off Rec, Ogden's chhrs, Bridge st, Manchester  
 SOTHERAS, THOMAS BAXTER, Leeds, Innkeeper April 27 at 12 Off Rec, 22, Park row, Leeds  
 STEPHENS, HUGH WILLIAM, Peterborough, Clothier's Assistant April 22 at 12.30 Law Courts, New rd, Peterborough  
 STUBLEY, WILLIAM HENRY, Gomersal, Yorks, Innkeeper April 21 at 3 Off Rec, Bank chhrs, Batley  
 TANCOCK, WILLIAM, Tiverton, Devon, Grocer April 22 at 11 Off Rec, 13, Bedford cir, Exeter  
 TAUCHERT, EDWARD, Bush lane April 22 at 12 Bankruptcy bldgs, Carey st  
 TONG, STEPHEN, Beckenham, Kent, Baker April 21 at 12.30 24, Railway app, London Bridge  
 WRIGHT, HENRY, Bartlett st, St Leonard's rd, Bromley by Bow, late Licensed Victualler April 21 at 12 Bankruptcy bldgs, Carey st  
 WOLSTENHOLM, ALBERT, Longsight, nr Manchester, Agent April 21 at 3.30 Ogden's chhrs, Bridge st, Manchester  
 WILLIAMS, EVAN, Tyddynrain, Llanelharn, Carnarvonshire, Farmer April 22 at 1.45 Prince of Wales Hotel, Carnarvon  
 WHITEBOO, GEORGE, Fersfield, Norfolk, Farmer April 22 at 12.45 Cross Hotel, Diss  
 WALKER, SAM INDERSON, Hooley, Batley, Shoddy Manufacturer April 21 at 11 Off Rec, Bank chhrs, Batley  
 WATSON, ANTHONY, Stockton on Tees, Grocer April 20 at 3 Off Rec, 8, Albert rd, Middlesbrough

## ADJUDICATIONS.

ANDERSON, WILLIAM, Newcastle on Tyne, General Cartman Newcastle on Tyne Pet April 8 Ord April 9  
 ARTEL, HERMANN, George st, Portman sq, Ladies' Tailor High Court Pet April 7 Ord April 7  
 AVREY, MARY GRISLEAD, Ferncliffe rd, Dalston, Corset Manufacturer High Court Pet Feb 30 Ord April 8  
 BALDRESON, WILLIAM, Ampleforth, Yorks, Grocer Northallerton Pet April 8 Ord April 8  
 BEAUMONT, BARRINGTON GOODING, Kirkley, nr Lowestoft, Grocer Gt Yarmouth Pet Mar 25 Ord April 7  
 BEDDOE, EBERNEZER E., High st, Camden Town, Pianoforte Dealer High Court Pet Mar 3 Ord April 8  
 BENNETT, RICHARD HAMER, Birmingham, Hardware Factor Birmingham Pet April 5 Ord April 8  
 BODALY, FREDERICK, Eydun, nr Byfield, Northamptonshire Dealer Northampton Pet April 6 Ord April 9  
 CARPENTER, JOHN STODENHAM, Kingsbridge, Devon, Accountant East Stonehouse Pet Mar 9 Ord Mar 29  
 CULPIN, CHARLES, Stevenage, Herts, Boot Dealer Luton Pet Mar 19 Ord April 7  
 DAVIES, JOHN, Ton Pentre, Glam, Grocer Pontypridd Pet April 9 Ord April 9  
 DE CASTRO, JACOB WILLIAM, Bartholomew lane, Merchant High Court Pet March 3 Ord April 7  
 DEAKE, HENRY, Walsham le Willows, Suffolk, Plumber Bury St Edmunds Pet April 6 Ord April 7  
 EAKER, EDMUND, Margarettine, Essex, Blacksmith Chelmsford Pet March 29 Ord April 9  
 EVERETT, ROBERT HORACE, Burgh Castle, Suffolk, Miller Great Yarmouth Pet April 9 Ord April 9

FISHER, SAMUEL, Wolverhampton, Grocer Wolverhampton Pet March 29 Ord April 8  
 FOOKS, ROBERT SPILLER, Exeter, Dairyman Exeter Pet March 19 Ord April 6  
 FOX, HELENA ELIZABETH, Uxbridge rd, Widow High Court Pet March 10 Ord April 7  
 GREEN, HARRY JAMES, Berkswell, Warwickshire, Farmer Coventry Pet April 5 Ord April 8  
 HALL, JOSEPH JAMES, and JOHN DAVIS, Bristol, Company Promoters Bristol Pet March 17 Ord April 8  
 HARDISTY, WILLIAM FORBES RICHARD, Worksop, Notts, Stationer Sheffield Pet April 8 Ord April 8  
 HARRINGTON, HUGH MICHAEL, Middlesbrough, Provision Dealer Middlesbrough Pet March 12 Ord April 8  
 HELLEWELL, WILLIAM, Guidebridge, nr Manchester, Paint Manufacturer Ashton under Lyne and Stalybridge Pet Feb 23 Ord April 8  
 HINDLE, GEORGE, Clayton, nr Manchester, formerly Provision Dealer Manchester Pet April 5 Ord April 7  
 KIRBY, JOHN, Wheldrake, Yorks, Farmer York Pet April 8 Ord April 9  
 NEWTON, ROBERT, Staincliffe, nr Dewsbury, General Dealer Dewsbury Pet April 8 Ord April 8  
 NOKES, JOSEPH ARTHUR, Leicester, Confectioner Leicester Pet April 5 Ord April 8  
 PHILIPS, F. C., Garden court, Temple, Barrister at Law High Court Pet Nov 3 Ord April 8  
 ROBINSON, JOHN THOMAS, Ilkley, Yorks, Cabinet Maker Leeds Pet April 8 Ord April 8  
 ROUSE, PETER, Newton le Willows, Lancs, Wheelwright Warrington Pet April 8 Ord April 8  
 SHORT, JOHN DAVEY, Torrington, Devon, Tailor Barnstaple Pet April 8 Ord April 8  
 SPENCER, ROBERT, Birmingham, Chemist Birmingham Pet Dec 8 Ord April 9  
 TANCOCK, WILLIAM, Tiverton, Devon, Grocer Exeter Pet April 8 Ord April 8  
 USHERWOOD, EDWIN, Goudhurst, Kent, Wheelwright Hastings Pet April 8 Ord April 8  
 WALTON, HENRIETTA, Huddersfield, Mantle Dealer Huddersfield Pet March 24 Ord April 8  
 WESTLEY, CHRISTOPHER GIBSON, Kettering, Northamptonshire, Saddler Northampton Pet March 25 Ord April 9  
 WHITTELL, ERNEST ALBERT, Milsbridge, nr Huddersfield, Designer Huddersfield Pet April 8 Ord April 8  
 WILLIAMS, JOHN, Treherbert, Glam, Tailor Pontypridd Pet April 6 Ord April 6  
 WILLIAMS, WILLIAM COURTNEY PAGE, Liverpool, Goldsmith Liverpool Pet March 11 Ord April 8

## SALES OF ENSUING WEEK.

April 20.—Messrs. FULLER, HOBSEY, SOBS, & CASSELL, at the Mart, E.C., at 2 o'clock, Leasehold Property (see advertisement, this week, p. 4).  
 April 22.—Messrs. BAKER & SOBS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, April 8, p. 406).  
 April 22.—Messrs. FULLER, PRICE, & FULLER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 4).

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## SALES BY AUCTION FOR THE YEAR 1892

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, April 28	Tuesday, June 21	Tuesday, Aug. 9
Tuesday, May 3	Thursday, June 23	Tuesday, Aug. 16
Tuesday, May 10	Tuesday, June 28	Tuesday, Aug. 23
Tuesday, May 17	Tuesday, July 5	Tuesday, Oct. 4
Tuesday, May 24	Tuesday, July 12	Tuesday, Oct. 18
Thursday, May 28	Tuesday, July 19	Tuesday, Nov. 1
Tuesday, May 31	Tuesday, July 26	Tuesday, Nov. 15
Tuesday, June 14	Tuesday, Aug. 2	Tuesday, Dec. 6

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Deailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,808.

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